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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 18th May, 2026

No. 649038-HII(2)-2026/5051.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **21/2016 dated 23.03.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

KHULA RAM S/O SH. SADHU RAM, R/O HOUSE NO. 362, KHUDA LAHORA, U.T. CHANDIGARH. (WORKMAN)

AND

1. THE INDIAN RED CROSS SOCIETY, U.T. CHANDIGARH THROUGH ITS DIRECTOR / MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11, CHANDIGARH.

2. THE MANAGER, INIDAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH THROUGH SH MADAN LAL GUPTA S/O SURAJ BHAN GUPTA (SINCE DECEASED) THROUGH HIS LEGAL REPRESENTATIVE :-

   a) SMT. CHANDER BALA, WIFE OF LATE SH. MADAN LAL GUPTA.

   b) AMIT SINGH, SON OF SH. MADAN LAL GUPTA.

   c) ASHWANI SINGLA, SON OF SH. MADAN LAL GUPTA.

ALL RESIDENTS OF HOUSE NO. 2319, SECTOR 38-C, CHANDIGARH. (MANAGEMENT)

AWARD

Signature Not Verified
Digitally signed by SURESH BALA
Date: 2026.06.08 15:20:13 IST
Reason: Published
Location:

1. The Hon'ble High Court of Punjab & Haryana in CM-5262-CWP-2025 in/and CWP No.19106-2021 and other connected cases vide order dated 08.04.2025 has set aside the Award dated 18.10.2019 wherein finding was recorded that the respondent-workman is employee of petitioner-society. The case was remanded back for fresh adjudication as to whether the respondent-workman has any entitlement qua the contractor keeping in view the facts & circumstances of the case.

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2. The original case file has been requisitioned from the record room.

3. The workman filed the claim statement submitting that he was engaged as Salesman in the year 1988 by management No.1 at Indian Red Cross Canteen, PGI Complex, Sector 12, Chandigarh and he worked under the supervision of the management No.2, who was Manager of management No.1. The workman worked up to October, 2011. The workman along with co-workers was called by management No.1 and they were informed that canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated with continuity of service with back wages. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF and ESI and the management was depositing the PF in the PF account of the workman and at the time of termination of service, the management was paying the salary of ` 4,500/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with management No.1 and completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination. The management had terminated his services without issuing one month notice and without paying any retrenchment compensation and thereby violated Section 25F of the the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act')*. It is stated that since the management had shunted out the workman without following the provisions of the ID Act, which amounts to unfair labour practice and was violative of Section 25T of the ID Act. It is prayed that the workman may be reinstated with continuity of service and full back wages.

4. Management No.1 filed written statement taking preliminary objections inter alia that there was no relationship of employer-employee between answering management and workman. The PGI had given some space within the premises of the PGI, Chandigarh for running a canteen on license basis to management No.1, which was not renewed after 31.08.2011. In order to run the canteen, management No.1 engaged a Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the Contractor / Manager engaged from time to time. It is stated that as per agreement, the Contractor / Manager was authorised to engage any manpower at his own level and as per his own convenience with the categoric condition that such manpower would not be the employee of management No.1.

5. On merits, it is pleaded that the workman was working under management No.2. He was never in employment of the management No.1 and therefore, there was no occasion for giving any assurance for his reinstatement. Neither the workman visited the office of management No.1 at point of time nor any assurance was given to the workman by management No1. It is stated that the management No.2 was responsible to deduct the EPF from the wages of the manpower engaged by management No.2, if any, and management No.1 was not responsible for the same. It is stated that initially the Contractors / Manager did not deposit the EPF deducted by them from time to time from their employees deployed in the canteen and the EPF authorities initiated proceedings and Sandeep Garg had not deposited the due amount and the FIR was lodged against him. It is stated that since it was a case of closure of canteen, therefore the employer was under a duty to comply with the statutory requirements on such closure, if he has the resources. Since the workman was never in the employment of management No.1, therefore, there was no occasion to give any assurance for reinstatement. Moreover, the licence of the premises was not renewed by the PGI after 31.08.2011, there was no occasion for the workman to continue for work with management No.2 up to October, 2011. Remaining averments of the claim of the workman were denied and ultimately, it is prayed that the claim of the workman may be dismissed.

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6. None appeared for management No.2 on 14.12.2016 and the management No.2 was proceeded against ex-parte vide order dated 14.12.2016.

7. The workman filed replication to the written statement filed by management No.1 and from the pleadings of the parties, the issues were framed by the Court on 15.09.2017. Thereafter, both the parties led their evidence and the then Presiding Officer vide Award dated 18.10.2019 allowed the industrial dispute partly and the workman was held entitled for lump sum compensation of ` 50,000/-solely and severally to be paid by management No.1.

8. The aforesaid Award was challenged by the Indian Red Cross Society (management No.1) before the Hon'ble High Court by way of Civil Writ Petition and the Hon'ble High Court vide order dated 08.04.2025 set aside the Award dated 18.10.2019.

9. The management No.2 put its appearance through its LRs in pursuance of the Orders of the Hon'ble High Court of Punjab & Haryana, Chandigarh and filed written reply to the claim statement taking preliminary objections inter alia that the claim statement filed by the workman was not maintainable; the workman failed to produce any document relating to his employment with management No.2 namely Late Shri M. L. Gupta and there was no relationship of employer-employee between management No.2 and the workman. It is further stated that the claim statement was bad for non-joinder of necessary parties.

10. On merits, it is denied that the workman ever worked under Shri M. L. Gupta. It is stated that the workman has himself stated that he was engaged by management No.1 and worked under the supervision of Manager of management No.1 i.e. management No.2 and the Managers were changed by management No.1 from time to time, as mentioned in the written statement submitted by management No.1. It is submitted that the workman worked on the instructions of management No.1 and all the assurance qua the work was given management No.1 and management No.2 has no role to play in that. It is stated that if any deductions were made by management No.1 which were deposited in the PF and ESI, the same can be verified and the workman can get the same after following due process of law. It is further stated that the written statement filed by management No.1 mentions that FIR was registered against the Manager Sandeep Garg for not depositing the EPF / ESI but Sandeep Garg was not made a party in the claim statement. It is stated that the workman was never the employee of the management No.2 and a prayer was made for dismissing the claim statement qua management No.2.

11. The workman did not file replication to the written statement filed by management No.2. From the pleadings of the parties, following issues arise for determination :-

1. Whether the workman has any entitlement qua contractor / management No.2, keeping in view the facts & circumstances of this case ? OPW

2. Relief.

12. Thereafter the parties were called upon to produce their respective evidence.

13. The workman stepped into the witness box as AW1 and he was duly cross-examined by management No.2 and thereafter Learned Representative for the workman closed the evidence on behalf of the workman.

14. Mr. Sushil Kumar, Indian Red Cross Society appeared as MW1. The management No.2 examined Shri Ashwani Singla as MW2 and thereafter, closed the evidence on behalf of management No2. The Representative for management No.1 suffered a statement that management No.1 does not want to produce

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any evidence or to cross-examine any witness in view of the judgment dated 08.04.2025 passed by the Hon'ble High Court in Civil Writ Petition filed by management No.1 against the Award dated 18.10.2019 passed by the Tribunal/Court.

15. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1

16. The workman was required to prove the said issue.

17. The workman vide his affidavit Exhibit 'AW1/A' tendered on 29.07.2019 stated that he was engaged as Salesman in the year 1988 by management No.1 and he worked under the supervision of management No.2, who was the Manager of management No.1. He stated that he worked up to October, 2011 and thereafter, he along with others was called by management No.1 and they were informed that the canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated along with others. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. At the time of termination, management No.1 was paying the salary of ` 4,500/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with management No.1 and has completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination and management No.1 has violated Section 25F of the ID Act. He deposed that he was unemployed from the date of termination of his services. He worked from the date of joining with management No.1 under the supervision of various managers till impugned termination who were engaged and disengaged by the management after some years and at the time of the impugned termination the management No.2 was the Manager.

18. MW1 Sushil Kumar vide his affidavit Exhibit 'MW1/A' tendered on 30.09.2019 deposed that the PGI has given three locations in its premises for running canteen on rent basis and it was decided to give the premises to some persons on licence fee basis and such person was named as Manager of the Canteen on the terms & conditions agreed between the Manager and management No.1. He tendered in evidence documents Exhibit 'M1' to Exhibit 'M15'. He deposed that the manpower was engaged by the Manager at his own level and the liability of EPF and ESI was that of the Manager. The management No.1 has never terminated the services of the workman. The canteen was closed on 31.08.2011 and therefore, the provision of Section 25F of the ID Act qua management No.2 would have no application. He deposed that the reference qua the management No.1 is liable to be rejected.

19. MW2 Ashwani Singla S/o Late Shri M. L. Gupta vide his affidavit Exhibit 'MW2/A' deposed that the petition filed by the workman was not maintainable as the workman failed to produce any document relating to his employment with Late Shri M. L. Gupta. He deposed that the workman stated that he had worked up to October, 2011 and there was no dispute till October, 2011 regarding his wages and thereafter the workman was called by management No.1 i.e. Indian Red Cross Society and official of the Society informed the workman that they closed the canteen for renovation and they would again hire them after renovation. He submitted that management No.1 in its written statement submitted in the year 2016 stated that it had engaged Madan Lal Gupta (since deceased) as their Manager for the period from 01.11.2009 to 31.08.2011 and after 31.08.2011, the canteen was handed over to PGI, which shows that the story projected by the workman in para No.2 qua their wages and renovation etc. is vague in nature. Management No.2 had nothing to do with the dispute between the workman and Indian Red Cross Society. He deposed that the claim of the workman was only based upon the EPF slip already exhibited before this Court on 29.07.2019 as Exhibit "W1? and the said document clearly shows the workman?s relation as employer with management No.1 and, as such, management

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No.1 was liable to pay the deduction made at that time. Further, slip of EPF deduction related to the year 2008-09 and during that time, as per written statement on record, the canteen was under the managership of Sandeep Garg and not under deceased Madan Lal Gupta, as such, the claim of the workman deserves to be dismissed. He deposed that Madan Lal Gupta never appointed the workman or the workman ever worked for management No.2. There was no relationship of employer-employee between management No.2 and workman. He deposed that the claim petition deserves to be dismissed on the ground of non-joinder of necessary parties. He deposed that the management No.2 worked under the supervision of management No.1 and the agreement between management No.1 & 2 dated 09.11.2009 and 09.12.2010 itself speaks that there was no responsibility or liability of any of legal heirs in case of death of Manager in respect of his tenure as Manager in the Red Cross Canteen. He deposed that he being the son of Late M. L. Gupta does not have much knowledge about the present issue except that the workman was working for management No.1 and not for management No.2.

20. Learned Representative for the workman submitted that the workman has worked in the canteen w.e.f. year 1988 till October, 2011 and it was told to him that the canteen would remain closed for renovation and he would be called back after completion of renovation and he submitted that in the month of August, 2012 he was refused to join the duties. He further argued that the canteen was closed and the workman has been suffering on the said account.

21. Learned Representative for the management No.1 submitted that the workman was never appointed by management No.1 and the Hon'ble High Court vide order dated 08.04.2025 has held that the workman is not the employee of the Red Cross Society.

22. The Learned Representative for management No.2 submitted that M. L. Gupta was selected as Manager by the Indian Red Cross Society to run the canteen in PGI complex. He argued that there was no relationship of employer & employee between the management No.2 and workman. He submitted that the workman was disengaged due to closure of canteen in August, 2011 for which the Manager of the canteen cannot be made responsible.

23. It transpires from the record that the workman in his pleadings as well as in his affidavit (Exhibit 'AW1/A') tendered in his examination in chief stated that he was engaged by management No.1 as Salesman at Red Cross Canteen at PGI complex, Chandigarh and he worked under the supervision of management No.2 who was the Manager of management No.1. MW1 Sushil Kumar in his oral testimony stated that Madan Lal Gupta was appointed as a Manager with a period of contract running w.e.f. 01.11.2009 to 31.08.2011. During his cross-examination, he stated that the PGI had given the canteen on rent basis to Indian Red Cross Society (management No.1) to run the canteen in the premises of the PGI and he admitted as correct that the PGI had not given the canteen on rent to the Manager. He had admitted that agreement dated 30.06.1979 (Exhibit 'MX') mentioned that the consolidated pay of the Manager would be ` 500/- per month.

24. MW1 Sushil Kumar has produced on record the agreements dated 09.11.2009 and 09.12.2010 executed between the Secretary, Indian Red Cross Society and Shri Madan Lal Gupta (Exhibit 'M14' & 'M15'). The said agreements stipulate that Madan Lal Gupta has been selected as Manager to run the canteen outlets in the premises of PGI, Chandigarh for which he has agreed to work as Manager for running the three U.T. Red Cross Canteen outlets. The said agreement mentions that the Indian Red Cross Society shall be the Principal of the one part and Shri Madan Lal Gupta of the other part *(here-in-after called the 'Manager')* of the agreement. Clause 4 of the agreement provides that the said outlet shall run under the name & style "Chandigarh U.T. Red Cross Canteen". The said agreement also provides that the Manager shall be sole responsible to arrange the required persons to assist in running / managing of the canteen and the Manager shall be responsible for payment of wages and other benefits to the workman which may be employed by him for the purpose of running the canteen. Further, the agreement dated 09.11.2009 (Exhibit 'M14') also contains the rights / obligations of Red Cross Society, which read as under :-

> *"30. That Indian Red Cross Society, U.T. Chandigarh Branch shall provide space to run the canteen outlets. Necessary infrastructure and manpower required to*

run the canteen outlets shall be arranged by the Manager himself.

31. That the Society shall at liberty to terminate the selection by giving 30 day's advance notice without assigning any reason whatsoever. In case Manager wishes to abandon and exist from agreement, he will be required to serve a 60 day's advance notice in writing to Society. In case, Manager does not give any notice before leaving, the amount of "Performance Deposit" deposited by him with the Society shall be forfeited.

32. That the Chairman/Secretary, Indian Red Cross Society, U.T. Chandigarh Branch reserves the right to terminate the term of Manager at any time, incase of any misbehavior, misconduct or non observance of any of the terms and conditions on the part of the Manager or his servants.

33. Since the above premises are on lease basis with Indian Red Cross Society, U.T. Chandigarh Branch. In case, the sanction of the said canteen outlets is withdrawn or cancelled/terminated by the PGIMER authorities, no notice of termination of selection will be given and Manager shall stand automatically relieved ……."

Similar terms & conditions find mention in the agreement Exhibit 'M15'. MW1 in his cross-examination conducted by management No.2 stated that the final authority qua the organisation, rates of food items and other activities related to the canteen were governed under Indian Red Cross Society,which was the final authority for taking decision in respect of the said canteen during the tenancy period in question. He further stated that he does not have any documentary evidence or any letter issued by management No.1 to reflect that the management No.1 had ever stated that the Manager will be responsible for any type of activities relating to the workman.

25. The workman was cross-examined by the Learned Representative for management No.2 on 19.11.2025 and he stated as under :-

".....It is correct that in the present case the facts are, I was appointed/ engaged by management No.1 i.e. Indian Red Cross Society, U.T. Chandigarh in 1988 as Salesman and I used to work under the supervision of the appointed Manager of the Indian Red Cross Society. It is correct that the Managers which were appointed for the management of the Canteens in PGI were changed from time to time but all the time I continued our services with management No.1 i.e. Indian Red Cross Society and I used to withdraw the salary from management No.1. It is correct that management No.1 also deducted P.F./ESI related to the Red Cross Society and the account in which the P.F./ESI deductions were deposited in the account bearing No.PB/5054/603 which relates to management No.1 i.e. Indian Red Cross Society. The receipt of deposit is already exhibited as Exhibit W-1 in IDR No.12/2016. It is correct that the Indian Red Cross Society controls the entire day to day working of the Red Cross Canteen in which I was working and the same was also supervised by the Organizing Secretary of Indian Red Cross Society. It is correct that management No.2 only works on the dictates of management No.1. It is also correct that over financial issues were always taken care by management No.1 and not by management No.2. It is correct that I was fired from my services without any notice by management No.1 and management No.2 have no role to play. It is correct that I made several requests in regard to my job to management No.1 but no personal hearing was made by management No.1. It is correct that I never made request to management No.2 for reinstatement or in regard to any type of grievance with management No.2. It is correct that till

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today I have only grievance with management No.1 as they had removed me from my services without giving any termination notice or any other prior notice to me. It is correct that during my tenure of job with management No.1, there were several Managers which were changed by management No.1 from time to time and the present management No.2 namely M. L. Gupta is only one of the Manager of the Red Cross Society who was also employed like us. It is also correct that in the canteen of Red Cross Society even the rates of food items will be decided by management No.1 and even management No.2 cannot change the cost of the food items. It is correct that I have no grievances with management No.2 nor I demanding any claim from management No.2. It is wrong to suggest that I have deposed falsely."

26. A perusal of the oral testimony of the workman reveals that he had worked at canteen at PGI complex under the supervision of appointed Manager of management No.1. No appointment order issued to the workman by the management No.2 has been produced on record to show that he was ever engaged by the Manager M. L. Gupta. Rather, it is an admission on the part of the workman that the Managers kept on changing from time to time.

27. The workman deposed that he worked up to October, 2011 and thereafter he was called by management No.1 and it was informed that the canteen was going to be closed due to renovation and they would be called back after completion of renovation. The workman has never stated that the management No.2 had informed about the closure of canteen due to renovation. It is an admission on the part of Sushil Kumar - MW1 that the PGI has given the canteen on rent basis to Indian Red Cross Society and no notice of closure of canteen was given either to the Manager or workman.

28. The entire material on record reveals that management No.2 was appointed as a Manager by management No.1 for running the canteen. There is no evidence to the effect that the workman was ever appointed by management No.2. The testimony of the workman establishes that he has no grievance with management No.2 as he during his oral testimony stated that the Manager of the canteen was also employed like them. Admittedly, the canteen was closed down on 31.08.2011 and no notice of closure of canteen was given to the Manager or the workman.

29. The testimony of the workman does not establish that his services were dispensed with by management No.2. The workman during his oral testimony had stated that the management No.2 has no role to play in firing him from services and he was not demanding any claim from management No.2. Resultantly, the workman has no entitlement qua management No.2. Accordingly, the said issue stands decided against the workman and in favour of management No.2.

Relief

30. In view of the aforesaid findings, the industrial dispute in hand stands declined qua management No.2. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

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(Sd.) . . .,

Dated : March 23, 2026

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 18th May, 2026

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AND

1. THE INDIAN RED CROSS SOCIETY, U.T. CHANDIGARH THROUGH ITS DIRECTOR / MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11 B, CHANDIGARH.
2. THE MANAGER, INIDAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH THROUGH SH MADAN LAL GUPTA S/O SURAJ BHAN GUPTA (SINCE DECEASED) THROUGH HIS LEGAL REPRESENTATIVE :-
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ALL RESIDENTS OF HOUSE NO. 2319, SECTOR 38-C, CHANDIGARH. (MANAGEMENT)

AWARD

1. The Hon'ble High Court of Punjab & Haryana in CM-5262-CWP-2025 in/and CWP No.19106-2020 and other connected cases vide order dated 08.04.2025 has set aside the Award dated 18.10.2019 wherein a finding was recorded that the respondent-workman is employee of petitioner-society. The case was remanded back for fresh adjudication as to whether the respondent-workman has any entitlement qua the contractor keeping in view the facts & circumstances of the case.

2. The original case file has been requisitioned from the record room.

3. The workman filed the claim statement submitting that he was engaged as Salesman by management No.1 at Indian Red Cross Canteen, PGI Complex, Sector 12, Chandigarh and he worked under the supervision of the management No.2, who was Manager of management No.1. The workman worked up to October, 2011. The workman along with co-workers was called by management No.1 and they were informed that canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated with continuity of service with back wages. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF and ESI and the management was depositing the PF in the PF account of the workman and at the time of termination of service, the management was paying the salary of ` 4,500/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with management No.1 and completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination. The management had terminated his services without issuing one month notice and without paying any retrenchment compensation and thereby violated Section 25F of the the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act')*. It is stated that

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since the management had shunted out the workman without following the provisions of the ID Act, which amounts to unfair labour practice and was violative of Section 25T of the ID Act. It is prayed that the workman may be reinstated with continuity of service and full back wages.

4. Management No.1 filed written statement taking preliminary objections inter alia that there was no relationship of employer-employee between answering management and workman. The PGI had given some space within the premises of the PGI, Chandigarh for running a canteen on license basis to management No.1, which was not renewed after 31.08.2011. In order to run the canteen, management No.1 engaged a Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the Contractor / Manager engaged from time to time. It is stated that as per agreement, the Contractor / Manager was authorised to engage any manpower at his own level and as per his own convenience with the categoric condition that such manpower would not be the employee of management No.1.

5. On merits, it is pleaded that the workman was working under management No.2. He was never in employment of the management No.1 and therefore, there was no occasion for giving any assurance for his reinstatement. Neither the workman visited the office of management No.1 at point of time nor any assurance was given to the workman by management No1.It is stated that the management No.2 was responsible to deduct the EPF from the wages of the manpower engaged by management No.2, if any, and management No.1 was not responsible for the same. It is stated that initially the Contractors / Manager did not deposit the EPF deducted by them from time to time from their employees deployed in the canteen and the EPF authorities initiated proceedings and Sandeep Garg had not deposited the due amount and the FIR was lodged against him. It is stated that since it was a case of closure of canteen, therefore the employer was under a duty to comply with the statutory requirements on such closure, if he has the resources. Since the workman was never in the employment of management No.1, therefore, there was no occasion to give any assurance for reinstatement. Moreover, the licence of the premises was not renewed by the PGI after 31.08.2011, there was no occasion for the workman to continue for work with management No.2 up to October, 2011. Remaining averments of the claim of the workman were denied and ultimately, it is prayed that the claim of the workman may be dismissed.

6. None appeared for management No.2 on 16.08.2017and the management No.2 was proceeded against ex-parte vide order dated 16.08.2017.

7. The workman filed replication to the written statement filed by management No.1 and from the pleadings of the parties, the issues were framed by the Court on 15.09.2017. Thereafter, both the parties led their evidence and the then Presiding Officer vide Award dated 18.10.2019 allowed the industrial dispute partly and the workman was held entitled for lump sum compensation of ` 50,000/-solely and severally to be paid by management No.1.

8. The aforesaid Award was challenged by the Indian Red Cross Society (management No.1) before the Hon'ble High Court by way of Civil Writ Petition and the Hon'ble High Court vide order dated 08.04.2025 set aside the Award dated 18.10.2019.

9. The management No.2 put its appearance through its LRs in pursuance of the Orders of the Hon'ble High Court of Punjab & Haryana, Chandigarh and filed written reply to the claim statement taking preliminary objections inter alia that the claim statement filed by the workman was not maintainable; the workman failed to produce any document relating to his employment with management No.2 namely Late Shri M. L. Gupta and there was no relationship of employer-employee between management No.2 and the workman. It is further stated that the claim statement was bad for non-joinder of necessary parties.

10. On merits, it is denied that the workman ever worked under Shri M. L. Gupta. It is stated that the workman has himself stated that he was engaged by management No.1 and worked under the supervision of Manager of management No.1 i.e. management No.2 and the Managers were changed by management No.1 from time to time, as mentioned in the written statement submitted by management No.1. It is submitted that the workman worked on the instructions of management No.1 and all the assurance qua the work was given management No.1 and management No.2 has no role to play in that. It is stated that if any deductions were made by management No.1 which were deposited in the PF and ESI, the same can be verified and the

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workman can get the same after following due process of law. It is further stated that the written statement filed by management No.1 mentions that FIR was registered against the Manager Sandeep Garg for not depositing the EPF / ESI but Sandeep Garg was not made a party in the claim statement. It is stated that the workman was never the employee of the management No.2 and a prayer was made for dismissing the claim statement qua management No.2.

11. The workman did not file replication to the written statement filed by management No.2. From the pleadings of the parties, following issues arise for determination :-

1. Whether the workman has any entitlement qua contractor / management No.2, keeping in view the facts & circumstances of this case ? OPW

2. Relief.

12. Thereafter the parties were called upon to produce their respective evidence.

13. The workman stepped into the witness box as AW1 and he was duly cross-examined by management No.2 and thereafter Learned Representative for the workman closed the evidence on behalf of the workman.

14. Mr. Sushil Kumar, Indian Red Cross Society appeared as MW1. The management No.2 examined Shri Ashwani Singla as MW2 and thereafter, closed the evidence on behalf of management No2. The Representative for management No.1 suffered a statement that management No.1 does not want to produce any evidence or to cross-examine any witness in view of the judgment dated 08.04.2025 passed by the Hon'ble High Court in Civil Writ Petition filed by management No.1 against the Award dated 18.10.2019 passed by the Tribunal/Court.

15. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1

16. The workman was required to prove the said issue.

17. The workman vide his affidavit Exhibit 'AW1/A' tendered on 29.07.2019 stated that he was engaged as Salesman in the year 1984 by management No.1 and he worked under the supervision of management No.2, who was the Manager of management No.1. He stated that he worked up to October, 2011 and thereafter, he along with others was called by management No.1 and they were informed that the canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated along with others. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. At the time of termination, management No.1 was paying the salary of ` 4,500/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with management No.1 and has completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination and management No.1 has violated Section 25F of the ID Act. He deposed that he was unemployed from the date of termination of his services. He worked from the date of joining with management No.1 under the supervision of various managers till impugned termination who were engaged and disengaged by the management after some years and at the time of the impugned termination the management No.2 was the Manager.

18. MW1 Sushil Kumar vide his affidavit Exhibit 'MW1/A' tendered on 30.09.2019 deposed that the PGI has given three locations in its premises for running canteen on rent basis and it was decided to give the premises to some persons on licence fee basis and such person was named as Manager of the Canteen on the terms & conditions agreed between the Manager and management No.1. He tendered in evidence documents Exhibit 'M1' to Exhibit 'M14'. He deposed that the manpower was engaged by the Manager at his own level and the liability of EPF and ESI was that of the Manager. The management No.1 has never terminated the services of the workman. The canteen was closed on 31.08.2011 and therefore, the provision of Section 25F of the ID Act qua management No.2 would have no application. He deposed that the reference qua the

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management No.1 is liable to be rejected.

19. MW2 Ashwani Singla S/o Late Shri M. L. Gupta vide his affidavit Exhibit 'MW2/A' deposed that the petition filed by the workman was not maintainable as the workman failed to produce any document relating to his employment with Late Shri M. L. Gupta. He deposed that the workman stated that he had worked up to October, 2011 and there was no dispute till October, 2011 regarding his wages and thereafter the workman was called by management No.1 i.e. Indian Red Cross Society and official of the Society informed the workman that they closed the canteen for renovation and they would again hire them after renovation. He submitted that management No.1 in its written statement submitted in the year 2016 stated that it had engaged Madan Lal Gupta (since deceased) as their Manager for the period from 01.11.2009 to 31.08.2011 and after 31.08.2011, the canteen was handed over to PGI, which shows that the story projected by the workman in para No.2 qua their wages and renovation etc. is vague in nature. Management No.2 had nothing to do with the dispute between the workman and Indian Red Cross Society. He deposed that the claim of the workman was only based upon the EPF slip already exhibited before this Court on 29.07.2019 as Exhibit 'W1' and the said document clearly shows the workman?s relation as employer with management No.1 and, as such, management No.1 was liable to pay the deduction made at that time. Further, slip of EPF deduction related to the year 2008-09 and during that time, as per written statement on record, the canteen was under the managership of Sandeep Garg and not under deceased Madan Lal Gupta, as such, the claim of the workman deserves to be dismissed. He deposed that Madan Lal Gupta never appointed the workman or the workman ever worked for management No.2. There was no relationship of employer-employee between management No.2 and workman. He deposed that the claim petition deserves to be dismissed on the ground of non-joinder of necessary parties. He deposed that the management No.2 worked under the supervision of management No.1 and the agreement between management No.1 & 2 dated 09.11.2009 and 09.12.2010 itself speaks that there was no responsibility or liability of any of legal heirs in case of death of Manager in respect of his tenure as Manager in the Red Cross Canteen. He deposed that he being the son of Late M. L. Gupta does not have much knowledge about the present issue except that the workman was working for management No.1 and not for management No.2.

20. Learned Representative for the workman submitted that the workman has worked in the canteen w.e.f. year 1984 till October, 2011 and it was told to him that the canteen would remain closed for renovation and he would be called back after completion of renovation and he submitted that in the month of August, 2012 he was refused to join the duties. He further argued that the canteen was closed and the workman has been suffering on the said account.

21. Learned Representative for the management No.1 submitted that the workman was never appointed by management No.1 and the Hon'ble High Court vide order dated 08.04.2025 has held that the workman is not the employee of the Red Cross Society.

22. The Learned Representative for management No.2 submitted that M. L. Gupta was selected as Manager by the Indian Red Cross Society to run the canteen in PGI complex. He argued that there was no relationship of employer & employee between the management No.2 and workman. He submitted that the workman was disengaged due to closure of canteen in August, 2011 for which the Manager of the canteen cannot be made responsible.

23. It transpires from the record that the workman in his pleadings as well as in his affidavit (Exhibit 'AW1/A') tendered in his examination in chief stated that he was engaged by management No.1 as Salesman at Red Cross Canteen at PGI complex, Chandigarh and he worked under the supervision of management No.2 who was the Manager of management No.1. MW1 Sushil Kumar in his oral testimony stated that Madan Lal Gupta was appointed as a Manager with a period of contract running w.e.f. 01.11.2009 to 31.08.2011. During his cross-examination, he stated that the PGI had given the canteen on rent basis to Indian Red Cross Society (management No.1) to run the canteen in the premises of the PGI and he admitted as correct that the PGI had not given the canteen on rent to the Manager. He had admitted that agreement dated 30.06.1979 (Exhibit 'MX') mentioned that the consolidated pay of the Manager would be `500/- per month.

24. MW1 Sushil Kumar has produced on record the agreements dated 09.11.2009 and 09.12.2010 executed between the Secretary, Indian Red Cross Society and Shri Madan Lal Gupta (Exhibit 'M13' & 'M14'). The said agreements stipulate that Madan Lal Gupta has been selected as Manager to run the canteen

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outlets in the premises of PGI, Chandigarh for which he has agreed to work as Manager for running the three U.T. Red Cross Canteen outlets. The said agreement mentions that the Indian Red Cross Society shall be the Principal of the one part and Shri Madan Lal Gupta of the other part *(here-in-after called the 'Manager')* of the agreement. Clause 4 of the agreement provides that the said outlet shall run under the name & style "Chandigarh U.T. Red Cross Canteen". The said agreement also provides that the Manager shall be sole responsible to arrange the required persons to assist in running / managing of the canteen and the Manager shall be responsible for payment of wages and other benefits to the workman which may be employed by him for the purpose of running the canteen. Further, the agreement dated 09.11.2009 (Exhibit 'M13') also contains the rights / obligations of Red Cross Society, which read as under :-

> *"30. That Indian Red Cross Society, U.T. Chandigarh Branch shall provide space to run the canteen outlets. Necessary infrastructure and manpower required to run the canteen outlets shall be arranged by the Manager himself.*
>
> *31. That the Society shall at liberty to terminate the selection by giving 30 day's advance notice without assigning any reason whatsoever. In case Manager wishes to abandon and exist from agreement, he will be required to serve a 60 day's advance notice in writing to Society. In case, Manager does not give any notice before leaving, the amount of "Performance Deposit" deposited by him with the Society shall be forfeited.*
>
> *32. That the Chairman/Secretary, Indian Red Cross Society, U.T. Chandigarh Branch reserves the right to terminate the term of Manager at any time, incase of any misbehavior, misconduct or non observance of any of the terms and conditions on the part of the Manager or his servants.*
>
> *33. Since the above premises are on lease basis with Indian Red Cross Society, U.T. Chandigarh Branch. In case, the sanction of the said canteen outlets is withdrawn or cancelled/terminated by the PGIMER authorities, no notice of termination of selection will be given and Manager shall stand automatically relieved ....."*

Similar terms & conditions find mention in the agreement Exhibit 'M14'. MW1 in his cross-examination conducted by management No.2 stated that the final authority qua the organisation, rates of food items and other activities related to the canteen were governed under Indian Red Cross Society,which was the final authority for taking decision in respect of the said canteen during the tenancy period in question. He further stated that he does not have any documentary evidence or any letter issued by management No.1 to reflect that the management No.1 had ever stated that the Manager will be responsible for any type of activities relating to the workman.

25. The workman was cross-examined by the Learned Representative for management No.2 on 19.11.2025 and he stated as under :-

> *".....It is correct that in the present case the facts are, I was appointed/ engaged by management No.1 i.e. Indian Red Cross Society, U.T. Chandigarh in 1983 as Salesman and I used to work under the supervision of the appointed Manager of the Indian Red Cross Society. It is correct that the Managers which were appointed for the management of the Canteens in PGI were changed from time to time but all the time I continued our services with management No.1 i.e. Indian Red Cross Society and I used to withdraw the salary from management No.1. It is correct that management No.1 also deducted P.F./ESI related to the Red Cross Society and the account in which the P.F./ESI deductions were deposited in the account bearing No.PB/5054/603 which relates to management No.1 i.e. Indian Red Cross Society. The receipt of deposit is already exhibited as Exhibit W-1 in IDR No.12/2016. It is correct that the Indian Red Cross Society controls the entire day to day working of the Red Cross Canteen in which I was working and the same was also supervised by the Organizing Secretary of Indian Red Cross Society. It is correct that management No.2 only works on the dictates of management No.1. It is also*

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correct that over financial issues were always taken care by management No.1 and not by management No.2. It is correct that I was fired from my services without any notice by management No.1 and management No.2 have no role to play. It is correct that I made several requests in regard to my job to management No.1 but no personal hearing was made by management No.1. It is correct that I never made request to management No.2 for reinstatement or in regard to any type of grievance with management No.2. It is correct that till today I have only grievance with management No.1 as they had removed me from my services without giving any termination notice or any other prior notice to me. It is correct that during my tenure of job with management No.1, there were several Managers which were changed by management No.1 from time to time and the present management No.2 namely M. L. Gupta is only one of the Manager of the Red Cross Society who was also employed like us. It is also correct that in the canteen of Red Cross Society even the rates of food items will be decided by management No.1 and even management No.2 cannot change the cost of the food items. It is correct that I have no grievances with management No.2 nor I demanding any claim from management No.2. It is wrong to suggest that I have deposed falsely."

26. A perusal of the oral testimony of the workman reveals that he had worked at canteen at PGI complex under the supervision of appointed Manager of management No.1. No appointment order issued to the workman by the management No.2 has been produced on record to show that he was ever engaged by the Manager M. L. Gupta. Rather, it is an admission on the part of the workman that the Managers kept on changing from time to time.

27. The workman deposed that he worked up to October, 2011 and thereafter he was called by management No.1 and it was informed that the canteen was going to be closed due to renovation and they would be called back after completion of renovation. The workman has never stated that the management No.2 had informed about the closure of canteen due to renovation. It is an admission on the part of Sushil Kumar - MW1 that the PGI has given the canteen on rent basis to Indian Red Cross Society and no notice of closure of canteen was given either to the Manager or workman.

28. The entire material on record reveals that management No.2 was appointed as a Manager by management No.1 for running the canteen. There is no evidence to the effect that the workman was ever appointed by management No.2. The testimony of the workman establishes that he has no grievance with management No.2 as he during his oral testimony stated that the Manager of the canteen was also employed like them. Admittedly, the canteen was closed down on 31.08.2011 and no notice of closure of canteen was given to the Manager or the workman.

29. The testimony of the workman does not establish that his services were dispensed with by management No.2. The workman during his oral testimony had stated that the management No.2 has no role to play in firing him from services and he was not demanding any claim from management No.2. Resultantly, the workman has no entitlement qua management No.2. Accordingly, the said issue stands decided against the workman and in favour of management No.2.

Relief

30. In view of the aforesaid findings, the industrial dispute in hand stands declined qua management No.2. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : March 23, 2026

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 18th May, 2026

No. 648925-HII(2)-2026/5047.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **23/2016 dated 23.03.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

VIJAY KUMAR S/O SH. RAM CHAND, R/O HOUSE NO. 628-C, DASHMESH NAGAR, DISTRICT SAS NAGAR, PUNJAB. (WORKMAN)

AND

1. THE INDIAN RED CROSS SOCIETY, U.T. CHANDIGARH THROUGH ITS DIRECTOR / MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11 B, CHANDIGARH.
2. THE MANAGER, INIDAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH THROUGH SH MADAN LAL GUPTA S/O SURAJ BHAN GUPTA (SINCE DECEASED) THROUGH HIS LEGAL REPRESENTATIVE:-
   a) SMT. CHANDER BALA, WIFE OF LATE SH. MADAN LAL GUPTA.
   b) AMIT SINGH, SON OF SH. MADAN LAL GUPTA.
   c) ASHWANI SINGLA, SON OF SH. MADAN LAL GUPTA.

ALL RESIDENTS OF HOUSE NO. 2319, SECTOR 38-C, CHANDIGARH. (MANAGEMENT)

AWARD

1. The Hon'ble High Court of Punjab & Haryana in CM-5262-CWP-2025 in/and CWP No.19106-2020 and other connected cases vide order dated 08.04.2025 has set aside the Award dated 18.10.2019 wherein a finding was recorded that the respondent-workman is employee of petitioner-society. The case was remanded back for fresh adjudication as to whether the respondent-workman has any entitlement qua the contractor keeping in view the facts & circumstances of the case.

2. The original case file has been requisitioned from the record room.

3. The workman filed the claim statement submitting that he was engaged as Salesman in the year 1983 by management No.1 at Indian Red Cross Canteen, PGI Complex, Sector 12, Chandigarh and he worked under the supervision of the management No.2, who was Manager of management No.1. The workman worked up to October, 2011. The workman along with co-workers was called by management No.1 and they were informed that canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated with continuity of service with back wages. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF and ESI and the management was depositing the PF in the PF account of the workman and at the time of termination of service, the management was paying the salary of ` 4,500/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with management No.1 and completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination. The management had terminated his services without issuing one month notice and without paying any retrenchment compensation and thereby violated Section 25F of the the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act')*. It is stated that since the management had shunted out the workman without following the provisions of

the ID Act, which amounts to unfair labour practice and was violative of Section 25T of the ID Act. It is prayed that the workman may be reinstated with continuity of service and full back wages.

4. Management No.1 filed written statement taking preliminary objections inter alia that there was no relationship of employer-employee between answering management and workman. The PGI had given some space within the premises of the PGI, Chandigarh for running a canteen on license basis to management No.1, which was not renewed after 31.08.2011. In order to run the canteen, management No.1 engaged a Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the Contractor / Manager engaged from time to time. It is stated that as per agreement, the Contractor / Manager was authorised to engage any manpower at his own level and as per his own convenience with the categoric condition that such manpower would not be the employee of management No.1.

5. On merits, it is pleaded that the workman was working under management No.2. He was never in employment of the management No.1 and therefore, there was no occasion for giving any assurance for his reinstatement. Neither the workman visited the office of management No.1 at point of time nor any assurance was given to the workman by management No1. It is stated that the management No.2 was responsible to deduct the EPF from the wages of the manpower engaged by management No.2, if any, and management No.1 was not responsible for the same. It is stated that initially the Contractors / Manager did not deposit the EPF deducted by them from time to time from their employees deployed in the canteen and the EPF authorities initiated proceedings and Sandeep Garg had not deposited the due amount and the FIR was lodged against him. It is stated that since it was a case of closure of canteen, therefore the employer was under a duty to comply with the statutory requirements on such closure, if he has the resources. Since the workman was never in the employment of management No.1, therefore, there was no occasion to give any assurance for reinstatement. Moreover, the licence of the premises was not renewed by the PGI after 31.08.2011, there was no occasion for the workman to continue for work with management No.2 up to October, 2011. Remaining averments of the claim of the workman were denied and ultimately, it is prayed that the claim of the workman may be dismissed.

6. None appeared for management No.2 on 14.12.2016 and the management No.2 was proceeded against ex-parte vide order dated 14.12.2016.

7. The workman filed replication to the written statement filed by management No.1 and from the pleadings of the parties, the issues were framed by the Court on 15.09.2017. Thereafter, both the parties led their evidence and the then Presiding Officer vide Award dated 18.10.2019 allowed the industrial dispute partly and the workman was held entitled for lump sum compensation of ` 50,000/-solely and severally to be paid by management No.1.

8. The aforesaid Award was challenged by the Indian Red Cross Society (management No.1)before the Hon'ble High Court by way of Civil Writ Petition and the Hon'ble High Court vide order dated 08.04.2025 set aside the Award dated 18.10.2019.

9. The management No.2 put its appearance through its LRs in pursuance of the Orders of the Hon'ble High Court of Punjab & Haryana, Chandigarh and filed written reply to the claim statement taking preliminary objections inter alia that the claim statement filed by the workman was not maintainable; the workman failed to produce any document relating to his employment with management No.2 namely Late Shri M. L. Gupta and there was no relationship of employer-employee between management No.2 and the workman. It is further stated that the claim statement was bad for non-joinder of necessary parties.

10. On merits, it is denied that the workman ever worked under Shri M. L. Gupta. It is stated that the workman has himself stated that he was engaged by management No.1 and worked under the supervision of Manager of management No.1 i.e. management No.2 and the Managers were changed by management No.1 from time to time, as mentioned in the written statement submitted by management No.1. It is submitted that the workman worked on the instructions of management No.1 and all the assurance qua the work was given management No.1 and management No.2 has no role to play in that. It is stated that if any deductions were made by management No.1 which were deposited in the PF and ESI, the same can be verified and the workman can get the same after following due process of law. It is further stated that the written statement

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filed by management No.1 mentions that FIR was registered against the Manager Sandeep Garg for not depositing the EPF / ESI but Sandeep Garg was not made a party in the claim statement. It is stated that the workman was never the employee of the management No.2 and a prayer was made for dismissing the claim statement qua management No.2.

11. The workman did not file replication to the written statement filed by management No.2. From the pleadings of the parties, following issues arise for determination :-

1. Whether the workman has any entitlement qua contractor / management No.2, keeping in view the facts & circumstances of this case ? OPW

2. Relief.

12. Thereafter the parties were called upon to produce their respective evidence.

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15. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

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management No.1 is liable to be rejected.

19. MW2 Ashwani Singla S/o Late Shri M. L. Gupta vide his affidavit Exhibit 'MW2/A' deposed that the petition filed by the workman was not maintainable as the workman failed to produce any document relating to his employment with Late Shri M. L. Gupta. He deposed that the workman stated that he had worked up to October, 2011 and there was no dispute till October, 2011 regarding his wages and thereafter the workman was called by management No.1 i.e. Indian Red Cross Society and official of the Society informed the workman that they closed the canteen for renovation and they would again hire them after renovation. He submitted that management No.1 in its written statement submitted in the year 2016 stated that it had engaged Madan Lal Gupta (since deceased) as their Manager for the period from 01.11.2009 to 31.08.2011 and after 31.08.2011, the canteen was handed over to PGI, which shows that the story projected by the workman in para No.2 qua their wages and renovation etc. is vague in nature. Management No.2 had nothing to do with the dispute between the workman and Indian Red Cross Society. He deposed that the claim of the workman was only based upon the EPF slip already exhibited before this Court on 29.07.2019 as Exhibit 'W1' and the said document clearly shows the workman's relation as employer with management No.1 and, as such, management No.1 was liable to pay the deduction made at that time. Further, slip of EPF deduction related to the year 2008-09 and during that time, as per written statement on record, the canteen was under the managership of Sandeep Garg and not under deceased Madan Lal Gupta, as such, the claim of the workman deserves to be dismissed. He deposed that Madan Lal Gupta never appointed the workman or the workman ever worked for management No.2. There was no relationship of employer-employee between management No.2 and workman. He deposed that the claim petition deserves to be dismissed on the ground of non-joinder of necessary parties. He deposed that the management No.2 worked under the supervision of management No.1 and the agreement between management No.1 & 2 dated 09.11.2009 and 09.12.2010 itself speaks that there was no responsibility or liability of any of legal heirs in case of death of Manager in respect of his tenure as Manager in the Red Cross Canteen. He deposed that he being the son of Late M. L. Gupta does not have much knowledge about the present issue except that the workman was working for management No.1 and not for management No.2.

20. Learned Representative for the workman submitted that the workman has worked in the canteen w.e.f. year 1983 till October, 2011 and it was told to him that the canteen would remain closed for renovation and he would be called back after completion of renovation and he submitted that in the month of August, 2012 he was refused to join the duties. He further argued that the canteen was closed and the workman has been suffering on the said account.

21. Learned Representative for the management No.1 submitted that the workman was never appointed by management No.1 and the Hon'ble High Court vide order dated 08.04.2025 has held that the workman is not the employee of the Red Cross Society.

22. The Learned Representative for management No.2 submitted that M. L. Gupta was selected as Manager by the Indian Red Cross Society to run the canteen in PGI complex. He argued that there was no relationship of employer & employee between the management No.2 and workman. He submitted that the workman was disengaged due to closure of canteen in August, 2011 for which the Manager of the canteen cannot be made responsible.

23. It transpires from the record that the workman in his pleadings as well as in his affidavit (Exhibit 'AW1/A') tendered in his examination in chief stated that he was engaged by management No.1 as Salesman at Red Cross Canteen at PGI complex, Chandigarh and he worked under the supervision of management No.2 who was the Manager of management No.1. MW1 Sushil Kumar in his oral testimony stated that Madan Lal Gupta was appointed as a Manager with a period of contract running w.e.f. 01.11.2009 to 31.08.2011. During his cross-examination, he stated that the PGI had given the canteen on rent basis to Indian Red Cross Society (management No.1) to run the canteen in the premises of the PGI and he admitted as correct that the PGI had not given the canteen on rent to the Manager. He had admitted that agreement dated 30.06.1979 (Exhibit 'MX') mentioned that the consolidated pay of the Manager would be ` 500/- per month.

24. MW1 Sushil Kumar has produced on record the agreements dated 09.11.2009 and 09.12.2010 executed between the Secretary, Indian Red Cross Society and Shri Madan Lal Gupta (Exhibit 'M14' & 'M15'). The said agreements stipulate that Madan Lal Gupta has been selected as Manager to run the canteen

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outlets in the premises of PGI, Chandigarh for which he has agreed to work as Manager for running the three U.T. Red Cross Canteen outlets. The said agreement mentions that the Indian Red Cross Society shall be the Principal of the one part and Shri Madan Lal Gupta of the other part *(here-in-after called the 'Manager')* of the agreement. Clause 4 of the agreement provides that the said outlet shall run under the name & style "Chandigarh U.T. Red Cross Canteen". The said agreement also provides that the Manager shall be sole responsible to arrange the required persons to assist in running / managing of the canteen and the Manager shall be responsible for payment of wages and other benefits to the workman which may be employed by him for the purpose of running the canteen. Further, the agreement dated 09.11.2009 (Exhibit 'M14') also contains the rights / obligations of Red Cross Society, which read as under :-

> *"30. That Indian Red Cross Society, U.T. Chandigarh Branch shall provide space to run the canteen outlets. Necessary infrastructure and manpower required to run the canteen outlets shall be arranged by the Manager himself.*
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> *31. That the Society shall at liberty to terminate the selection by giving 30 day's advance notice without assigning any reason whatsoever. In case Manager wishes to abandon and exist from agreement, he will be required to serve a 60 day's advance notice in writing to Society. In case, Manager does not give any notice before leaving, the amount of "Performance Deposit" deposited by him with the Society shall be forfeited.*
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> *32. That the Chairman/Secretary, Indian Red Cross Society, U.T. Chandigarh Branch reserves the right to terminate the term of Manager at any time, incase of any misbehavior, misconduct or non observance of any of the terms and conditions on the part of the Manager or his servants.*
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> *33. Since the above premises are on lease basis with Indian Red Cross Society, U.T. Chandigarh Branch. In case, the sanction of the said canteen outlets is withdrawn or cancelled/terminated by the PGIMER authorities, no notice of termination of selection will be given and Manager shall stand automatically relieved ....."*

Similar terms & conditions find mention in the agreement Exhibit 'M15'. MW1 in his cross-examination conducted by management No.2 stated that the final authority qua the organisation, rates of food items and other activities related to the canteen were governed under Indian Red Cross Society,which was the final authority for taking decision in respect of the said canteen during the tenancy period in question. He further stated that he does not have any documentary evidence or any letter issued by management No.1 to reflect that the management No.1 had ever stated that the Manager will be responsible for any type of activities relating to the workman.

25. The workman was cross-examined by the Learned Representative for management No.2 on 19.11.2025 and he stated as under :-

> *".....It is correct that in the present case the facts are, I was appointed/ engaged by management No.1 i.e. Indian Red Cross Society, U.T. Chandigarh in 1983 as Salesman and I used to work under the supervision of the appointed Manager of the Indian Red Cross Society. It is correct that the Managers which were appointed for the management of the Canteens in PGI were changed from time to time but all the time I continued our services with management No.1 i.e. Indian Red Cross Society and I used to withdraw the salary from management No.1. It is correct that management No.1 also deducted P.F./ESI related to the Red Cross Society and the account in which the P.F./ESI deductions were deposited in the account bearing No.PB/5054/603 which relates to management No.1 i.e. Indian Red Cross Society. The receipt of deposit is already exhibited as Exhibit W-1 in IDR No.12/2016. It is correct that the Indian Red Cross Society controls the entire day to day working of the Red Cross Canteen in which I was working and the same was also supervised by the Organizing Secretary of Indian Red Cross Society. It is correct*

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that management No.2 only works on the dictates of management No.1. It is also correct that over financial issues were always taken care by management No.1 and not by management No.2. It is correct that I was fired from my services without any notice by management No.1 and management No.2 have no role to play. It is correct that I made several requests in regard to my job to management No.1 but no personal hearing was made by management No.1. It is correct that I never made request to management No.2 for reinstatement or in regard to any type of grievance with management No.2. It is correct that till today I have only grievance with management No.1 as they had removed me from my services without giving any termination notice or any other prior notice to me. It is correct that during my tenure of job with management No.1, there were several Managers which were changed by management No.1 from time to time and the present management No.2 namely M. L. Gupta is only one of the Manager of the Red Cross Society who was also employed like us. It is also correct that in the canteen of Red Cross Society even the rates of food items will be decided by management No.1 and even management No.2 cannot change the cost of the food items. It is correct that I have no grievances with management No.2 nor I demanding any claim from management No.2. It is wrong to suggest that I have deposed falsely."

26. A perusal of the oral testimony of the workman reveals that he had worked at canteen at PGI complex under the supervision of appointed Manager of management No.1. No appointment order issued to the workman by the management No.2 has been produced on record to show that he was ever engaged by the Manager M. L. Gupta. Rather, it is an admission on the part of the workman that the Managers kept on changing from time to time.

27. The workman deposed that he worked up to October, 2011 and thereafter he was called by management No.1 and it was informed that the canteen was going to be closed due to renovation and they would be called back after completion of renovation. The workman has never stated that the management No.2 had informed about the closure of canteen due to renovation. It is an admission on the part of Sushil Kumar - MW1 that the PGI has given the canteen on rent basis to Indian Red Cross Society and no notice of closure of canteen was given either to the Manager or workman.

28. The entire material on record reveals that management No.2 was appointed as a Manager by management No.1 for running the canteen. There is no evidence to the effect that the workman was ever appointed by management No.2. The testimony of the workman establishes that he has no grievance with management No.2 as he during his oral testimony stated that the Manager of the canteen was also employed like them. Admittedly, the canteen was closed down on 31.08.2011 and no notice of closure of canteen was given to the Manager or the workman.

29. The testimony of the workman does not establish that his services were dispensed with by management No.2. The workman during his oral testimony had stated that the management No.2 has no role to play in firing him from services and he was not demanding any claim from management No.2.
Resultantly, the workman has no entitlement qua management No.2. Accordingly, the said issue stands decided against the workman and in favour of management No.2.

Relief

30. In view of the aforesaid findings, the industrial dispute in hand stands declined qua management No.2. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : March 23, 2026

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 18th May, 2026

No. 648931-HII(2)-2026/5030.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **13/2016 dated 23.03.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAJINDER PAL SINGH S/O SH. SUDHIR PAL, R/O VILLAGE KANSAL, SAS NAGAR, PUNJAB. (WORKMAN)

AND

1. THE INDIAN RED CROSS SOCIETY, U.T. CHANDIGARH THROUGH ITS DIRECTOR / MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11 B, CHANDIGARH.
2. THE MANAGER, INIDAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH THROUGH SH MADAN LAL GUPTA S/O SURAJ BHAN GUPTA (SINCE DECEASED) THROUGH HIS LEGAL REPRESENTATIVE:-
   a) SMT. CHANDER BALA, WIFE OF LATE SH. MADAN LAL GUPTA.
   b) AMIT SINGH, SON OF SH. MADAN LAL GUPTA.
   c) ASHWANI SINGLA, SON OF SH. MADAN LAL GUPTA.

ALL RESIDENTS OF HOUSE NO. 2319, SECTOR 38-C, CHANDIGARH. (MANAGEMENT)

AWARD

1. The Hon'ble High Court of Punjab & Haryana in CM-5262-CWP-2025 in/and CWP No.19106-2020 and other connected cases vide order dated 08.04.2025 has set aside the Award dated 18.10.2019 wherein a finding was recorded that the respondent-workman is employee of petitioner-society. The case was remanded back for fresh adjudication as to whether the respondent-workman has any entitlement qua the contractor keeping in view the facts & circumstances of the case.

2. The original case file has been requisitioned from the record room.

3. The workman filed the claim statement submitting that he was engaged as Helper in the year 2002 by management No.1 at Indian Red Cross Canteen, PGI Complex, Sector 12, Chandigarh and he worked under the supervision of the management No.2, who was Manager of management No.1. The workman worked up to October, 2011. The workman along with co-workers was called by management No.1 and they were informed that canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated with continuity of service with back wages. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF and ESI and the management was depositing the PF in the PF account of the workman and at the time of termination of service, the management was paying the salary of ` 4,000/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with management No.1 and completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination. The management had terminated his services without issuing one month notice and without paying any retrenchment compensation and thereby violated Section 25F of the the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act')*. It is stated that since the management had shunted out the workman without following the provisions of

the ID Act, which amounts to unfair labour practice and was violative of Section 25T of the ID Act. It is prayed that the workman may be reinstated with continuity of service and full back wages.

4. Management No.1 filed written statement taking preliminary objections inter alia that there was no relationship of employer-employee between answering management and workman. The PGI had given some space within the premises of the PGI, Chandigarh for running a canteen on license basis to management No.1, which was not renewed after 31.08.2011. In order to run the canteen, management No.1 engaged a Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the Contractor / Manager engaged from time to time. It is stated that as per agreement, the Contractor / Manager was authorised to engage any manpower at his own level and as per his own convenience with the categoric condition that such manpower would not be the employee of management No.1.

5. On merits, it is pleaded that the workman was working under management No.2. He was never in employment of the management No.1 and therefore, there was no occasion for giving any assurance for his reinstatement. Neither the workman visited the office of management No.1 at point of time nor any assurance was given to the workman by management No1. It is stated that the management No.2 was responsible to deduct the EPF from the wages of the manpower engaged by management No.2, if any, and management No.1 was not responsible for the same. It is stated that initially the Contractors / Manager did not deposit the EPF deducted by them from time to time from their employees deployed in the canteen and the EPF authorities initiated proceedings and Sandeep Garg had not deposited the due amount and the FIR was lodged against him. It is stated that since it was a case of closure of canteen, therefore the employer was under a duty to comply with the statutory requirements on such closure, if he has the resources. Since the workman was never in the employment of management No.1, therefore, there was no occasion to give any assurance for reinstatement. Moreover, the licence of the premises was not renewed by the PGI after 31.08.2011, there was no occasion for the workman to continue for work with management No.2 up to October, 2011. Remaining averments of the claim of the workman were denied and ultimately, it is prayed that the claim of the workman may be dismissed.

6. None appeared for management No.2 on 16.08.2017and the management No.2 was proceeded against ex-parte vide order dated 16.08.2017.

7. The workman filed replication to the written statement filed by management No.1 and from the pleadings of the parties, the issues were framed by the Court on 15.09.2017. Thereafter, both the parties led their evidence and the then Presiding Officer vide Award dated 18.10.2019 allowed the industrial dispute partly and the workman was held entitled for lump sum compensation of ` 50,000/-solely and severally to be paid by management No.1.

8. The aforesaid Award was challenged by the Indian Red Cross Society (management No.1) before the Hon'ble High Court by way of Civil Writ Petition and the Hon'ble High Court vide order dated 08.04.2025 set aside the Award dated 18.10.2019.

9. The management No.2 put its appearance through its LRs in pursuance of the Orders of the Hon'ble High Court of Punjab & Haryana, Chandigarh and filed written reply to the claim statement taking preliminary objections inter alia that the claim statement filed by the workman was not maintainable; the workman failed to produce any document relating to his employment with management No.2 namely Late Shri M. L. Gupta and there was no relationship of employer-employee between management No.2 and the workman. It is further stated that the claim statement was bad for non-joinder of necessary parties.

10. On merits, it is denied that the workman ever worked under Shri M. L. Gupta. It is stated that the workman has himself stated that he was engaged by management No.1 and worked under the supervision of Manager of management No.1 i.e. management No.2 and the Managers were changed by management No.1 from time to time, as mentioned in the written statement submitted by management No.1. It is submitted that the workman worked on the instructions of management No.1 and all the assurance qua the work was given management No.1 and management No.2 has no role to play in that. It is stated that if any deductions were made by management No.1 which were deposited in the PF and ESI, the same can be verified and the workman can get the same after following due process of law. It is further stated that the written statement

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filed by management No.1 mentions that FIR was registered against the Manager Sandeep Garg for not depositing the EPF / ESI but Sandeep Garg was not made a party in the claim statement. It is stated that the workman was never the employee of the management No.2 and a prayer was made for dismissing the claim statement qua management No.2.

11. The workman did not file replication to the written statement filed by management No.2. From the pleadings of the parties, following issues arise for determination :-

1. Whether the workman has any entitlement qua contractor / management No.2, keeping in view the facts & circumstances of this case ? OPW

2. Relief.

12. Thereafter the parties were called upon to produce their respective evidence.

13. The workman stepped into the witness box as AW1 and he was duly cross-examined by management No.2 and thereafter Learned Representative for the workman closed the evidence on behalf of the workman.

14. Mr. Sushil Kumar, Indian Red Cross Society appeared as MW1. The management No.2 examined Shri Ashwani Singla as MW2 and thereafter, closed the evidence on behalf of management No2. The Representative for management No.1 suffered a statement that management No.1 does not want to produce any evidence or to cross-examine any witness in view of the judgment dated 08.04.2025 passed by the Hon'ble High Court in Civil Writ Petition filed by management No.1 against the Award dated 18.10.2019 passed by the Tribunal/Court.

15. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1

16. The workman was required to prove the said issue.

17. The workman vide his affidavit Exhibit 'AW1/A' tendered on 29.07.2019 stated that he was engaged as Helper in the year 2002 by management No.1 and he worked under the supervision of management No.2, who was the Manager of management No.1. He stated that he worked up to October, 2011 and thereafter, he along with others was called by management No.1 and they were informed that the canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated along with others. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. At the time of termination, management No.1 was paying the salary of ` 4,000/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with management No.1 and has completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination and management No.1 has violated Section 25F of the ID Act. He deposed that he was unemployed from the date of termination of his services. He worked from the date of joining with management No.1 under the supervision of various managers till impugned termination who were engaged and disengaged by the management after some years and at the time of the impugned termination the management No.2 was the Manager.

18. MW1 Sushil Kumar vide his affidavit Exhibit 'MW1/A' tendered on 30.09.2019 deposed that the PGI has given three locations in its premises for running canteen on rent basis and it was decided to give the premises to some persons on licence fee basis and such person was named as Manager of the Canteen on the terms & conditions agreed between the Manager and management No.1. He tendered in evidence documents Exhibit 'M1' to Exhibit 'M14'. He deposed that the manpower was engaged by the Manager at his own level and the liability of EPF and ESI was that of the Manager. The management No.1 has never terminated the services of the workman. The canteen was closed on 31.08.2011 and therefore, the provision of Section 25F of the ID Act qua management No.2 would have no application. He deposed that the reference qua the management No.1 is liable to be rejected.

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19. MW2 Ashwani Singla S/o Late Shri M. L. Gupta vide his affidavit Exhibit 'MW2/A' deposed that the petition filed by the workman was not maintainable as the workman failed to produce any document relating to his employment with Late Shri M. L. Gupta. He deposed that the workman stated that he had worked up to October, 2011 and there was no dispute till October, 2011 regarding his wages and thereafter the workman was called by management No.1 i.e. Indian Red Cross Society and official of the Society informed the workman that they closed the canteen for renovation and they would again hire them after renovation. He submitted that management No.1 in its written statement submitted in the year 2016 stated that it had engaged Madan Lal Gupta (since deceased) as their Manager for the period from 01.11.2009 to 31.08.2011 and after 31.08.2011, the canteen was handed over to PGI, which shows that the story projected by the workman in para No.2 qua their wages and renovation etc. is vague in nature. Management No.2 had nothing to do with the dispute between the workman and Indian Red Cross Society. He deposed that the claim of the workman was only based upon the EPF slip already exhibited before this Court on 29.07.2019 as Exhibit 'W1' and the said document clearly shows the workman?s relation as employer with management No.1 and, as such, management No.1 was liable to pay the deduction made at that time. Further, slip of EPF deduction related to the year 2008-09 and during that time, as per written statement on record, the canteen was under the managership of Sandeep Garg and not under deceased Madan Lal Gupta, as such, the claim of the workman deserves to be dismissed. He deposed that Madan Lal Gupta never appointed the workman or the workman ever worked for management No.2. There was no relationship of employer-employee between management No.2 and workman. He deposed that the claim petition deserves to be dismissed on the ground of non-joinder of necessary parties. He deposed that the management No.2 worked under the supervision of management No.1 and the agreement between management No.1 & 2 dated 09.11.2009 and 09.12.2010 itself speaks that there was no responsibility or liability of any of legal heirs in case of death of Manager in respect of his tenure as Manager in the Red Cross Canteen. He deposed that he being the son of Late M. L. Gupta does not have much knowledge about the present issue except that the workman was working for management No.1 and not for management No.2.

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U.T. Red Cross Canteen outlets. The said agreement mentions that the Indian Red Cross Society shall be the Principal of the one part and Shri Madan Lal Gupta of the other part *(here-in-after called the 'Manager')* of the agreement. Clause 4 of the agreement provides that the said outlet shall run under the name & style "Chandigarh U.T. Red Cross Canteen". The said agreement also provides that the Manager shall be sole responsible to arrange the required persons to assist in running / managing of the canteen and the Manager shall be responsible for payment of wages and other benefits to the workman which may be employed by him for the purpose of running the canteen. Further, the agreement dated 09.11.2009 (Exhibit 'M13') also contains the rights / obligations of Red Cross Society, which read as under :-

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Similar terms & conditions find mention in the agreement Exhibit 'M14'. MW1 in his cross-examination conducted by management No.2 stated that the final authority qua the organisation, rates of food items and other activities related to the canteen were governed under Indian Red Cross Society,which was the final authority for taking decision in respect of the said canteen during the tenancy period in question. He further stated that he does not have any documentary evidence or any letter issued by management No.1 to reflect that the management No.1 had ever stated that the Manager will be responsible for any type of activities relating to the workman.

25. The workman was cross-examined by the Learned Representative for management No.2 on 19.11.2025 and he stated as under :-

> *".....It is correct that in the present case the facts are, I was appointed/ engaged by management No.1 i.e. Indian Red Cross Society, U.T. Chandigarh in 2002 as Helper and I used to work under the supervision of the appointed Manager of the Indian Red Cross Society. It is correct that the Managers which were appointed for the management of the Canteens in PGI were changed from time to time but all the time I continued our services with management No.1 i.e. Indian Red Cross Society and I used to withdraw the salary from management No.1. It is correct that management No.1 also deducted P.F./ESI related to the Red Cross Society and the account in which the P.F./ESI deductions were deposited in the account bearing No.PB/5054/603 which relates to management No.1 i.e. Indian Red Cross Society. The receipt of deposit is already exhibited as Exhibit W-1 in IDR No.12/ 2016. It is correct that the Indian Red Cross Society controls the entire day to day working of the Red Cross Canteen in which I was working and the same was also supervised by the Organizing Secretary of Indian Red Cross Society. It is correct that management No.2 only works on the dictates of management No.1. It is also*

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correct that over financial issues were always taken care by management No.1 and not by management No.2. It is correct that I was fired from my services without any notice by management No.1 and management No.2 have no role to play. It is correct that I made several requests in regard to my job to management No.1 but no personal hearing was made by management No.1. It is correct that I never made request to management No.2 for reinstatement or in regard to any type of grievance with management No.2. It is correct that till today I have only grievance with management No.1 as they had removed me from my services without giving any termination notice or any other prior notice to me. It is correct that during my tenure of job with management No.1, there were several Managers which were changed by management No.1 from time to time and the present management No.2 namely M. L. Gupta is only one of the Manager of the Red Cross Society who was also employed like us. It is also correct that in the canteen of Red Cross Society even the rates of food items will be decided by management No.1 and even management No.2 cannot change the cost of the food items. It is correct that I have no grievances with management No.2 nor I demanding any claim from management No.2. It is wrong to suggest that I have deposed falsely."

26. A perusal of the oral testimony of the workman reveals that he had worked at canteen at PGI complex under the supervision of appointed Manager of management No.1. No appointment order issued to the workman by the management No.2 has been produced on record to show that he was ever engaged by the Manager M. L. Gupta. Rather, it is an admission on the part of the workman that the Managers kept on changing from time to time.

27. The workman deposed that he worked up to October, 2011 and thereafter he was called by management No.1 and it was informed that the canteen was going to be closed due to renovation and they would be called back after completion of renovation. The workman has never stated that the management No.2 had informed about the closure of canteen due to renovation. It is an admission on the part of Sushil Kumar - MW1 that the PGI has given the canteen on rent basis to Indian Red Cross Society and no notice of closure of canteen was given either to the Manager or workman.

28. The entire material on record reveals that management No.2 was appointed as a Manager by management No.1 for running the canteen. There is no evidence to the effect that the workman was ever appointed by management No.2. The testimony of the workman establishes that he has no grievance with management No.2 as he during his oral testimony stated that the Manager of the canteen was also employed like them. Admittedly, the canteen was closed down on 31.08.2011 and no notice of closure of canteen was given to the Manager or the workman.

29. The testimony of the workman does not establish that his services were dispensed with by management No.2. The workman during his oral testimony had stated that the management No.2 has no role to play in firing him from services and he was not demanding any claim from management No.2.
Resultantly, the workman has no entitlement qua management No.2. Accordingly, the said issue stands decided against the workman and in favour of management No.2.

Relief

30. In view of the aforesaid findings, the industrial dispute in hand stands declined qua management No.2. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : March 23, 2026

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 18th May, 2026

No. 649024-HII(2)-2026/5035.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **22/2016 dated 23.03.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

MUKANDA BAG S/O SH. LAUL, R/O HOUSE NO. 263, VILLAGE KHUDA LAHORA, U.T. CHANDIGARH. (WORKMAN)

AND

1. THE INDIAN RED CROSS SOCIETY, U.T. CHANDIGARH THROUGH ITS DIRECTOR / MANAGING DIRECTOR, KARUNA SADAN BUILDING, SECTOR 11 B, CHANDIGARH.
2. THE MANAGER, INIDAN RED CROSS CANTEEN, PGI, SECTOR 12, CHANDIGARH THROUGH SH MADAN LAL GUPTA S/O SURAJ BHAN GUPTA (SINCE DECEASED) THROUGH HIS LEGAL REPRESENTATIVE:-
   a) SMT. CHANDER BALA, WIFE OF LATE SH. MADAN LAL GUPTA.
   b) AMIT SINGH, SON OF SH. MADAN LAL GUPTA.
   c) ASHWANI SINGLA, SON OF SH. MADAN LAL GUPTA.

ALL RESIDENTS OF HOUSE NO. 2319, SECTOR 38-C, CHANDIGARH. (MANAGEMENT)

AWARD

1. The Hon'ble High Court of Punjab & Haryana in CM-5262-CWP-2025 in/and CWP No.19106-2020 and other connected cases vide order dated 08.04.2025 has set aside the Award dated 18.10.2019 wherein a finding was recorded that the respondent-workman is employee of petitioner-society. The case was remanded back for fresh adjudication as to whether the respondent-workman has any entitlement qua the contractor keeping in view the facts & circumstances of the case.

2. The original case file has been requisitioned from the record room.

3. The workman filed the claim statement submitting that he was engaged as Helper in the year 2002 by management No.1 at Indian Red Cross Canteen, PGI Complex, Sector 12, Chandigarh and he worked under the supervision of the management No.2, who was Manager of management No.1. The workman worked up to October, 2011. The workman along with co-workers was called by management No.1 and they were informed that canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated with continuity of service with back wages. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. The workman was being paid salary by the management after deduction of PF and ESI and the management was depositing the PF in the PF account of the workman and at the time of termination of service, the management was paying the salary of ` 4,000/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with management No.1 and completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination. The management had terminated his services without issuing one month notice and without paying any retrenchment compensation and thereby violated Section 25F of the the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act')*. It is stated that since the management had shunted out the workman without following the provisions of the ID Act, which amounts to unfair labour practice and was violative of Section 25T of the ID Act. It is prayed that the workman may be reinstated with continuity of service and full back wages.

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4. Management No.1 filed written statement taking preliminary objections inter alia that there was no relationship of employer-employee between answering management and workman. The PGI had given some space within the premises of the PGI, Chandigarh for running a canteen on license basis to management No.1, which was not renewed after 31.08.2011. In order to run the canteen, management No.1 engaged a Manager for running the said canteen at his own level with his own infrastructure etc. on the terms & conditions as agreed between management No.1 and the Contractor / Manager engaged from time to time. It is stated that as per agreement, the Contractor / Manager was authorised to engage any manpower at his own level and as per his own convenience with the categoric condition that such manpower would not be the employee of management No.1.

5. On merits, it is pleaded that the workman was working under management No.2. He was never in employment of the management No.1 and therefore, there was no occasion for giving any assurance for his reinstatement. Neither the workman visited the office of management No.1 at point of time nor any assurance was given to the workman by management No1. It is stated that the management No.2 was responsible to deduct the EPF from the wages of the manpower engaged by management No.2, if any, and management No.1 was not responsible for the same. It is stated that initially the Contractors / Manager did not deposit the EPF deducted by them from time to time from their employees deployed in the canteen and the EPF authorities initiated proceedings and Sandeep Garg had not deposited the due amount and the FIR was lodged against him. It is stated that since it was a case of closure of canteen, therefore the employer was under a duty to comply with the statutory requirements on such closure, if he has the resources. Since the workman was never in the employment of management No.1, therefore, there was no occasion to give any assurance for reinstatement. Moreover, the licence of the premises was not renewed by the PGI after 31.08.2011, there was no occasion for the workman to continue for work with management No.2 up to October, 2011. Remaining averments of the claim of the workman were denied and ultimately, it is prayed that the claim of the workman may be dismissed.

6. None appeared for management No.2 on 14.12.2016 and the management No.2 was proceeded against ex-parte vide order dated 14.12.2016.

7. The workman filed replication to the written statement filed by management No.1 and from the pleadings of the parties, the issues were framed by the Court on 15.09.2017. Thereafter, both the parties led their evidence and the then Presiding Officer vide Award dated 18.10.2019 allowed the industrial dispute partly and the workman was held entitled for lump sum compensation of ` 50,000/-solely and severally to be paid by management No.1.

8. The aforesaid Award was challenged by the Indian Red Cross Society (management No.1) before the Hon'ble High Court by way of Civil Writ Petition and the Hon'ble High Court vide order dated 08.04.2025 set aside the Award dated 18.10.2019.

9. The management No.2 put its appearance through its LRs in pursuance of the Orders of the Hon'ble High Court of Punjab & Haryana, Chandigarh and filed written reply to the claim statement taking preliminary objections inter alia that the claim statement filed by the workman was not maintainable; the workman failed to produce any document relating to his employment with management No.2 namely Late Shri M. L. Gupta and there was no relationship of employer-employee between management No.2 and the workman. It is further stated that the claim statement was bad for non-joinder of necessary parties.

10. On merits, it is denied that the workman ever worked under Shri M. L. Gupta. It is stated that the workman has himself stated that he was engaged by management No.1 and worked under the supervision of Manager of management No.1 i.e. management No.2 and the Managers were changed by management No.1 from time to time, as mentioned in the written statement submitted by management No.1. It is submitted that the workman worked on the instructions of management No.1 and all the assurance qua the work was given management No.1 and management No.2 has no role to play in that. It is stated that if any deductions were made by management No.1 which were deposited in the PF and ESI, the same can be verified and the workman can get the same after following due process of law. It is further stated that the written statement filed by management No.1 mentions that FIR was registered against the Manager Sandeep Garg for not

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depositing the EPF / ESI but Sandeep Garg was not made a party in the claim statement. It is stated that the workman was never the employee of the management No.2 and a prayer was made for dismissing the claim statement qua management No.2.

11. The workman did not file replication to the written statement filed by management No.2. From the pleadings of the parties, following issues arise for determination :-

1. Whether the workman has any entitlement qua contractor / management No.2, keeping in view the facts & circumstances of this case ? OPW
2. Relief.

12. Thereafter the parties were called upon to produce their respective evidence.

13. The workman stepped into the witness box as AW1 and he was duly cross-examined by management No.2 and thereafter Learned Representative for the workman closed the evidence on behalf of the workman.

14. Mr. Sushil Kumar, Indian Red Cross Society appeared as MW1. The management No.2 examined Shri Ashwani Singla as MW2 and thereafter, closed the evidence on behalf of management No2. The Representative for management No.1 suffered a statement that management No.1 does not want to produce any evidence or to cross-examine any witness in view of the judgment dated 08.04.2025 passed by the Hon'ble High Court in Civil Writ Petition filed by management No.1 against the Award dated 18.10.2019 passed by the Tribunal/Court.

15. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No.1

16. The workman was required to prove the said issue.

17. The workman vide his affidavit Exhibit 'AW1/A' tendered on 29.07.2019 stated that he was engaged as Helper in the year 2002 by management No.1 and he worked under the supervision of management No.2, who was the Manager of management No.1. He stated that he worked up to October, 2011 and thereafter, he along with others was called by management No.1 and they were informed that the canteen was going to be renovated and they would be called after renovation of the canteen. Thereafter, the workman along with other co-workers visited the office of management No.1 many times but they were assured that they would be reinstated along with others. The workman waited for sufficient time and ultimately in the month of August, 2012, he requested management No.1 that 9-10 months had already been lapsed and it was only then the management refused to reinstate the workman into service. At the time of termination, management No.1 was paying the salary of ` 4,000/- per month after deduction of PF and ESI and the salary paid to the workman was less than the minimum wages. The workman had continuously worked with management No.1 and has completed more than 240 days of service in each calendar year and also completed more than 240 days in 12 months prior to impugned termination and management No.1 has violated Section 25F of the ID Act. He deposed that he was unemployed from the date of termination of his services. He worked from the date of joining with management No.1 under the supervision of various managers till impugned termination who were engaged and disengaged by the management after some years and at the time of the impugned termination the management No.2 was the Manager.

18. MW1 Sushil Kumar vide his affidavit Exhibit 'MW1/A' tendered on 30.09.2019 deposed that the PGI has given three locations in its premises for running canteen on rent basis and it was decided to give the premises to some persons on licence fee basis and such person was named as Manager of the Canteen on the terms & conditions agreed between the Manager and management No.1. He tendered in evidence documents Exhibit 'M1' to Exhibit 'M15'. He deposed that the manpower was engaged by the Manager at his own level and the liability of EPF and ESI was that of the Manager. The management No.1 has never terminated the services of the workman. The canteen was closed on 31.08.2011 and therefore, the provision of Section 25F of the ID Act qua management No.2 would have no application. He deposed that the reference qua the management No.1 is liable to be rejected.

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19. MW2 Ashwani Singla S/o Late Shri M. L. Gupta vide his affidavit Exhibit 'MW2/A' deposed that the petition filed by the workman was not maintainable as the workman failed to produce any document relating to his employment with Late Shri M. L. Gupta. He deposed that the workman stated that he had worked up to October, 2011 and there was no dispute till October, 2011 regarding his wages and thereafter the workman was called by management No.1 i.e. Indian Red Cross Society and official of the Society informed the workman that they closed the canteen for renovation and they would again hire them after renovation. He submitted that management No.1 in its written statement submitted in the year 2016 stated that it had engaged Madan Lal Gupta (since deceased) as their Manager for the period from 01.11.2009 to 31.08.2011 and after 31.08.2011, the canteen was handed over to PGI, which shows that the story projected by the workman in para No.2 qua their wages and renovation etc. is vague in nature. Management No.2 had nothing to do with the dispute between the workman and Indian Red Cross Society. He deposed that the claim of the workman was only based upon the EPF slip already exhibited before this Court on 29.07.2019 as Exhibit 'W1' and the said document clearly shows the workman's relation as employer with management No.1 and, as such, management No.1 was liable to pay the deduction made at that time. Further, slip of EPF deduction related to the year 2008-09 and during that time, as per written statement on record, the canteen was under the managership of Sandeep Garg and not under deceased Madan Lal Gupta, as such, the claim of the workman deserves to be dismissed. He deposed that Madan Lal Gupta never appointed the workman or the workman ever worked for management No.2. There was no relationship of employer-employee between management No.2 and workman. He deposed that the claim petition deserves to be dismissed on the ground of non-joinder of necessary parties. He deposed that the management No.2 worked under the supervision of management No.1 and the agreement between management No.1 & 2 dated 09.11.2009 and 09.12.2010 itself speaks that there was no responsibility or liability of any of legal heirs in case of death of Manager in respect of his tenure as Manager in the Red Cross Canteen. He deposed that he being the son of Late M. L. Gupta does not have much knowledge about the present issue except that the workman was working for management No.1 and not for management No.2.

20. Learned Representative for the workman submitted that the workman has worked in the canteen w.e.f. year 2002 till October, 2011 and it was told to him that the canteen would remain closed for renovation and he would be called back after completion of renovation and he submitted that in the month of August, 2012 he was refused to join the duties. He further argued that the canteen was closed and the workman has been suffering on the said account.

21. Learned Representative for the management No.1 submitted that the workman was never appointed by management No.1 and the Hon'ble High Court vide order dated 08.04.2025 has held that the workman is not the employee of the Red Cross Society.

22. The Learned Representative for management No.2 submitted that M. L. Gupta was selected as Manager by the Indian Red Cross Society to run the canteen in PGI complex. He argued that there was no relationship of employer & employee between the management No.2 and workman. He submitted that the workman was disengaged due to closure of canteen in August, 2011 for which the Manager of the canteen cannot be made responsible.

23. It transpires from the record that the workman in his pleadings as well as in his affidavit (Exhibit 'AW1/A') tendered in his examination in chief stated that he was engaged by management No.1 as Helper at Red Cross Canteen at PGI complex, Chandigarh and he worked under the supervision of management No.2 who was the Manager of management No.1. MW1 Sushil Kumar in his oral testimony stated that Madan Lal Gupta was appointed as a Manager with a period of contract running w.e.f. 01.11.2009 to 31.08.2011. During his cross-examination, he stated that the PGI had given the canteen on rent basis to Indian Red Cross Society (management No.1) to run the canteen in the premises of the PGI and he admitted as correct that the PGI had not given the canteen on rent to the Manager. He had admitted that agreement dated 30.06.1979 (Exhibit 'MX') mentioned that the consolidated pay of the Manager would be ` 500/- per month.

24. MW1 Sushil Kumar has produced on record the agreements dated 09.11.2009 and 09.12.2010 executed between the Secretary, Indian Red Cross Society and Shri Madan Lal Gupta (Exhibit 'M14' & 'M15'). The said agreements stipulate that Madan Lal Gupta has been selected as Manager to run the canteen outlets in the premises of PGI, Chandigarh for which he has agreed to work as Manager for running the three

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U.T. Red Cross Canteen outlets. The said agreement mentions that the Indian Red Cross Society shall be the Principal of the one part and Shri Madan Lal Gupta of the other part *(here-in-after called the 'Manager')* of the agreement. Clause 4 of the agreement provides that the said outlet shall run under the name & style "Chandigarh U.T. Red Cross Canteen". The said agreement also provides that the Manager shall be sole responsible to arrange the required persons to assist in running / managing of the canteen and the Manager shall be responsible for payment of wages and other benefits to the workman which may be employed by him for the purpose of running the canteen. Further, the agreement dated 09.11.2009 (Exhibit 'M14') also contains the rights / obligations of Red Cross Society, which read as under :-

> *"30. That Indian Red Cross Society, U.T. Chandigarh Branch shall provide space to run the canteen outlets. Necessary infrastructure and manpower required to run the canteen outlets shall be arranged by the Manager himself.*
>
> *31. That the Society shall at liberty to terminate the selection by giving 30 day's advance notice without assigning any reason whatsoever. In case Manager wishes to abandon and exist from agreement, he will be required to serve a 60 day's advance notice in writing to Society. In case, Manager does not give any notice before leaving, the amount of "Performance Deposit" deposited by him with the Society shall be forfeited.*
>
> *32. That the Chairman/Secretary, Indian Red Cross Society, U.T. Chandigarh Branch reserves the right to terminate the term of Manager at any time, incase of any misbehavior, misconduct or non observance of any of the terms and conditions on the part of the Manager or his servants.*
>
> *33. Since the above premises are on lease basis with Indian Red Cross Society, U.T. Chandigarh Branch. In case, the sanction of the said canteen outlets is withdrawn or cancelled/terminated by the PGIMER authorities, no notice of termination of selection will be given and Manager shall stand automatically relieved ....."*

Similar terms & conditions find mention in the agreement Exhibit 'M15'. MW1 in his cross-examination conducted by management No.2 stated that the final authority qua the organisation, rates of food items and other activities related to the canteen were governed under Indian Red Cross Society,which was the final authority for taking decision in respect of the said canteen during the tenancy period in question. He further stated that he does not have any documentary evidence or any letter issued by management No.1 to reflect that the management No.1 had ever stated that the Manager will be responsible for any type of activities relating to the workman.

25. The workman was cross-examined by the Learned Representative for management No.2 on 19.11.2025 and he stated as under:-

> *".....It is correct that in the present case the facts are, I was appointed/engaged by management No.1 i.e. Indian Red Cross Society, U.T. Chandigarh in 2002 as Helper and I used to work under the supervision of the appointed Manager of the Indian Red Cross Society. It is correct that the Managers which were appointed for the management of the Canteens in PGI were changed from time to time but all the time I continued our services with management No.1 i.e. Indian Red Cross Society and I used to withdraw the salary from management No.1. It is correct that management No.1 also deducted P.F./ESI related to the Red Cross Society and the account in which the P.F./ESI deductions were deposited in the account bearing No.PB/5054/603 which relates to management No.1 i.e. Indian Red Cross Society. The receipt of deposit is already exhibited as Exhibit W-1 in IDR No.12/2016. It is correct that the Indian Red Cross Society controls the entire day to day working of the Red Cross Canteen in which I was working and the same was also supervised by the Organizing Secretary of Indian Red Cross Society. It is correct that management No.2 only works on the dictates of management No.1. It is also correct that over financial issues were always taken care by management No.1 and*

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not by management No.2. It is correct that I was fired from my services without any notice by management No.1 and management No.2 have no role to play. It is correct that I made several requests in regard to my job to management No.1 but no personal hearing was made by management No.1. It is correct that I never made request to management No.2 for reinstatement or in regard to any type of grievance with management No.2. It is correct that till today I have only grievance with management No.1 as they had removed me from my services without giving any termination notice or any other prior notice to me. It is correct that during my tenure of job with management No.1, there were several Managers which were changed by management No.1 from time to time and the present management No.2 namely M. L. Gupta is only one of the Manager of the Red Cross Society who was also employed like us. It is also correct that in the canteen of Red Cross Society even the rates of food items will be decided by management No.1 and even management No.2 cannot change the cost of the food items. It is correct that I have no grievances with management No.2 nor I demanding any claim from management No.2. It is wrong to suggest that I have deposed falsely."

26. A perusal of the oral testimony of the workman reveals that he had worked at canteen at PGI complex under the supervision of appointed Manager of management No.1. No appointment order issued to the workman by the management No.2 has been produced on record to show that he was ever engaged by the Manager M. L. Gupta. Rather, it is an admission on the part of the workman that the Managers kept on changing from time to time.

27. The workman deposed that he worked up to October, 2011 and thereafter he was called by management No.1 and it was informed that the canteen was going to be closed due to renovation and they would be called back after completion of renovation. The workman has never stated that the management No.2 had informed about the closure of canteen due to renovation. It is an admission on the part of Sushil Kumar - MW1 that the PGI has given the canteen on rent basis to Indian Red Cross Society and no notice of closure of canteen was given either to the Manager or workman.

28. The entire material on record reveals that management No.2 was appointed as a Manager by management No.1 for running the canteen. There is no evidence to the effect that the workman was ever appointed by management No.2. The testimony of the workman establishes that he has no grievance with management No.2 as he during his oral testimony stated that the Manager of the canteen was also employed like them. Admittedly, the canteen was closed down on 31.08.2011 and no notice of closure of canteen was given to the Manager or the workman.

29. The testimony of the workman does not establish that his services were dispensed with by management No.2. The workman during his oral testimony had stated that the management No.2 has no role to play in firing him from services and he was not demanding any claim from management No.2.
Resultantly, the workman has no entitlement qua management No.2. Accordingly, the said issue stands decided against the workman and in favour of management No.2.

Relief

30. In view of the aforesaid findings, the industrial dispute in hand stands declined qua management No.2. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : March 23, 2026

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 27th May, 2026

No. 652391-HII(2)-2026/5334.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **10/2025 dated 10.04.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

VIKRAM RAM, AGED 36 YEARS, S/O SH. SHER SINGH, R/O HOUSE NO. 553, DADU MAJRA COLONY, SECTOR 38-WEST, CHANDIGARH. (WORKMAN)

AND

1. FASTWAY TRANSMISSION PVT. LTD., PLOT NO. 17, FIRST FLOOR, INDUSTRIAL AREA, PHASE - 1, CHANDIGARH.
2. NETPLUS BROADBAND SERVICES (P) LIMITED, 5TH FLOOR, H-BLOCK, B.R.S. NAGAR, OPP. GURDEV HOSPITAL, FEROZEPUR ROAD, LUDHIANA - 141001, PUNJAB, INDIA THROUGH ITS ASSISTANT GENERAL MANAGER. (MANAGEMENT)

AWARD

1. Workman Vikram Ram has presented Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman filed the claim statement submitting that he had filed the demand notice before the Assistant Labour Commissioner. The matter could not be settled there and it was referred to this Court by the Assistant Labour Commissioner on 20.11.2024. It is submitted that he worked in the office of management and served the management as DP Collection. Initially his salary and travelling allowance was paid by the management in the first month, thereafter he worked with the management and there was no complaint against him. The presence of the workman was taken by the management through 'whatsapp'. The Company had also issued I.D. card and requisite documents were also executed by the Company. He stated that he was given salary and travelling allowance for the month of August on 08.09.2023 and thereafter no salary was paid to him and his services were terminated on 28.10.2023 without any prior intimation and notice. He stated that as per appointment letter and bonds etc. his services cannot be terminated without adopting proper procedure, however, the management had terminated his services without adopting the proper procedure. He was not given any prior notice. The workman asked the reasons for his termination. He was not given satisfactory reply by the management. Every time he was insulted and harassed by the management. It is stated that he was suffering from financial hardship and harassment. A prayer was made that he may be reinstated in job with full back wages and his salary of ` 14,335/- per month from September, 2023 onwards along with interest be released to him.

3. Upon notice, management No.1 & 2 did not appear and they were proceeded against ex-parte.Thereafter, the workman was called upon to lead ex-parte evidence.

4. In ex-parteevidence of the workman, workman himself appeared as AW1 and tendered his affidavit Exhibit 'AW1/A'. He also tendered into evidence documents :-

Copy of failure report bearing Memo No.3047 dated 20.11.2024 of A.L.C., U.T. Chandigarh	**Exhibit 'C1'**
Self-attested copy of his addhar card	**Exhibit 'C2'**
Copy of his identity card bearing I.D. Card No.CH011	**Exhibit 'C3'**
Copy of his identity card bearing I.D. Card No.1590	**Exhibit 'C4'**

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Attested copy of his bank account statement bearing Account No. 50001170785 maintained with Indian Bank, Sector 34, Chandigarh w.e.f. 08.09.2023 to 15.09.2023	**Exhibit 'C5'**

Thereafter, the workman closed his ex-parteevidence.

5. I have heard the arguments addressed by Learned Representative for the workman and gone through the case file carefully with his able assistance.

6. Learned Representative for the workman submitted that the workman was working as DP Collection with the management but his services were terminated by the management on 28.10.2023 without any prior notice though there was no complaint whatsoever against him. He submitted that no salary and travelling allowance was paid to him after the payment of salary for the month of August, 2023. He prayed that the workman may be reinstated with continuity of service and back wages and salary for the month of September, 2023 onwards released to him along with interest.

7. The workman appeared as AW1 and deposed that he had approached the Assistant Labour Commissioner against his termination and the matter was referred to this Court on 20.11.2024 and he placed on record reference letter issued by the Assistant Labour Commissioner Exhibit 'C1'. He deposed that he had worked in the office of management as DP Collection and he was paid salary and travelling allowance in the first month. He deposed that the presence of the workers was taken by the management through 'whatsapp' and he was issued identity card and requisite documents were also executed with the Company. The workman has placed on record photocopy of Id. Cards stated to have been issued by management No.2 (Exhibit 'C3') and (Exhibit 'C4'). He deposed that he was paid the last salary by the management on 08.09.2023 and he has placed on record copy of bank statement (Exhibit 'C5') reflecting deposit of `14,355/- on 08.09.2023. He deposed that no salary was paid to him thereafter and he was terminated on 28.10.2023 without any prior intimation or notice.

8. A perusal of the material on record reveals that the workman had deposed that he had worked in the office of management and served the management as DP Collection and he was issued identity card by the management (Exhibit 'C3'). The photocopy of identity card (Exhibit 'C3') shows that it was valid up to June, 2021and the identity card (Exhibit 'C4') was valid up to April, 2022. Exhibit 'C3' & Exhibit 'C4' do not depict that he was working with the management on the alleged date of termination i.e. 28.10.2023. Further, the workman failed to mention either in the pleadings or in the oral testimony as to when he had joined the management. The identity card (Exhibit 'C3') is silent regarding date of issue of the card. Statement of accounts(Exhibit 'C5') relates to the entry for the period 08.09.2023 to 15.09.2023. The bank statement for previous months has not been produced on record to show that the workman was actually working with the management in the previous months moreso when there is nothing on record to show as to when the workman joined the management. No termination letter has been produced on record by the workman. The workman stated that the management had terminated his services without adopting proper procedure as mentioned in the appointment letter and bonds. The appointment letter and bonds stated to have been executed between the workman and Company have not been produced on record.There is no pleadings to the effect that the workman had worked for 240 days in twelve calendar months preceding the date of termination and therefore, in the absence of the same,the workman is not entitled for any protection as per provisions of the ID Act. Except bald testimony of the workman, there is no evidence on record to show that his services were terminated by the management on 28.10.2023. As such, the workman is entitled for any relief as claimed for by him.

9. In view of the aforesaid findings, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : April 10, 2026

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMIMNISTRATION
HOME DEPARTMENT
(DISTRICT ADMINISTRATION AND REVENUE BRANCH)

Notification

The 3rd June, 2026

No. e-660324-HIII(5)-2026/4731.—In exercise of the powers conferred by Section 38 read with Section 2A of the Punjab Agricultural Produce Market, Act, 1961 (Punjab Act No.23 of 1961) as applicable to the Union Territory, Chandigarh and all other powers enabling him in this behalf and in supersession of the notification bearing No. 17084-HIII(5)/2020/7536, dated 28-07-2020, the Administrator, Union Territory, Chandigarh is pleased to make the following amendments in the Schedule appended to the Act ibid, with immediate effect :-

AMENDMENT

"*In the said schedule:-*

i. *Items existing at Sr. No.6 shall be substituted as "6. Paddy (Dhan), Rice (Chawal) and any broken part of Rice", and*

ii. *After item No.108, the following items shall be added, namely:-"*

109	*Timber and Firewood*
110	*All Flowers*
111	*Mushroom*
112	*Fish and Meat*
113	*Poultry Egg and Meat*
114	*Sheep and Meat*
115	*Goat and Meat*
116	*Pig and Meat*
117	*Honey*
118	*Pineapple*
119	*Brocoli*
120	*Lettuce (Salad)*
121	*Avocado*
122	*Coconut (Green and Dry)*
123	*Dragon Fruit (Pitaya)*
124	*Strawberry*
125	*Baby Corn*
126	*Sharda*
127	*Cherry*
128	*Green Almonds (Hara Badam)*
129	*Jackfruit (Katahal)*
130	*Date (Khajoor)*
131	*Kiwi*"

D. KARTHIKEYAN, I.A.S.
Secretary, Agriculture,
Chandigarh Administration.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 27th May, 2026

No. 652380-HII(2)-2026/5330.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **106/2021 dated 10.04.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

BHUSHAN KUMAR S/O LT. SH. VISHAV NATH, H.NO. 927, VILLAGE HALLO MAJRA, U.T. CHANDIGARH - 02. (WORKMAN)

AND

M/S WALIA INDUSTRAIL ENGG. CORPORATION, PLOT NO. 106, INDUSTRIAL AREA, PHASE - 2, CHANDIGARH - 02 THROUGH ITS MANAGER / PROPRIETOR / OCCUPIER / PARTNER. (MANAGEMENT)

AWARD

1. Workman Bhushan Kumar has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. The workman vide his statement of claim submitted that he was appointed as Pressman through notice board of the Company w.e.f. 01.05.2001 and his last drawn wages were ` 10,000/- per month. It is stated that he was never given any weekly off and management used to take work for 10-12 hours daily for almost 30-31 days in a month though in the record the management showed working only 20-21 days in a month. It is stated that actual rate of wages of workman was above ` 12,000/- whereas the management used to show less wages on record, after deductions of ESI contribution. The workman continuously worked as Pressman with respondent-management since 01.05.2001 till 20.01.2021 honestly and sincerely to the satisfaction of his superiors. The management paid salary up to 28.02.2020 only and payment of half salary for the period from 01.03.2020 to 31.01.2021 has not been made so far and total balance amount including over time duties, notice pay, gratuity and earned leave comes to ` 3,29,095/-. The workman stated that he was refused work on 21.01.2021 and the main reason beyond his illegal termination was that he demanded bonus, wages slip, double over time after period of duty of eight hours and other statutory benefits under different labour laws. It is submitted that instead of accepting his legal demands, the management illegally terminated his services. He has put in more than 240 days of service preceding 12 months of his illegal termination and his total length of service was 19 years, 8 months and 19 days. The action of the management in terminating his services is in total violation of Section 25F of the ID Act as neither any notice was given nor any retrenchment compensation was paid and there was violation of Section 25G of the Act as well and the act of the management amounts to unfair labour practice as contained in Section 25T of the ID Act read with point 10 of Schedule - V. It is stated that the workman is a poor person and also head of multi-member family. The management got his signatures on blank papers, vouchers and registers, which might have been mis-used. It is prayed that he may be reinstated with continuity of service, full back wages along with earned wages withheld from 01.03.2020 to 31.01.2021 which were not paid for the best reasons known to the management along with interest. Hence, the claim statement.

3. The management filed written reply to the claim statement taking preliminary objections inter alia that the workman had concealed the material facts from the Court; statement of claim was not maintainable and barred by limitation; the workman has no locus standi to file the present claim; the workman used to get weekly off with national holidays along with other workmen and during the lock down period the establishment of the management was closed despite that the workman received the amount from the management in his

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account. It is stated the workman remained working with the management w.e.f. 11.04.2003. He had never been retained on over time. He resigned from his services on 11.06.2008 and again joined the establishment on 07.09.2009. His wages were transferred from time to time as per attendance and working hours and even during the lock down period when the establishment was closed. He left the job on the pretext of salary hike. He resigned on 26.05.2014 and again joined on 01.09.2014 and thereafter again resigned from service and rejoined on 14.11.2019.It is stated that the workman had intentionally and willfully left his job earlier also. The management had never terminated his services. There was no violation of provisions of the ID Act. Further, he had never approached the management for work, as such he was not entitled for any compensation. A prayer was made for dismissal of the claim filed by the workman.

4. The workman filed replication to the written statement wherein he reiterated the averments of the claim statement and denied the averments made by the management in its written statement.

5. From the pleadings of the parties, following issues were framed vide order dated 01.03.2023:\

1. Whether the termination of the workman is illegal ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to be reinstated with continuity of service, full back wages and other consequential benefits ? OPW
3. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, the workman himself appeared as AW1 and tendered in evidence his affidavit Exhibit 'AW1/A' along with copy of his ESI card bearing Insurance No.10136091 **(Mark 'A').** Thereafter Learned Representative for the workman closed the evidence on behalf of the workman in affirmative.

8. In evidence of the management, Darshan Singh Walia - Proprietor appeared as RW1 and tendered in evidence his duly sworn-in affidavit Exhibit 'RW1/A' along with documents :-

Copy of ESI returns for the period w.e.f. 01.04.2001 to 31.03.2003	**Exhibit 'R1' to Exhibit 'R4'**
Copy of ESI return for the period w.e.f. April, 2003 to September, 2003	**Exhibit 'R5'**
Copy of attendance register for the month of April, 2003	**Exhibit 'R6'**
Copy of payment register for the month of April, 2003	**Exhibit 'R6/A'**
Copy of settlement, resignation attendance register and payment of wages for the month of March, 2004	**Exhibit 'R6/B' to Exhibit 'R6/D'**
Copy of ESI return for the period w.e.f. October, 2003 to March, 2004	**Exhibit 'R7'**
Copy of ESI return for the period w.e.f. April, 2004 to September, 2004	**Exhibit 'R8'**
Copy of ESI return for the period w.e.f. October, 2004 to March, 2005	**Exhibit 'R8/A'**
Copy of ESI return for the period w.e.f. April, 2007 to September, 2007	**Exhibit 'R9'**
Copy of attendance register for the month of April, 2007	**Exhibit 'R10'**
Copy of payment register for the month of April, 2007	**Exhibit 'R10/A'**

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Copy of attendance and payment register for the month of August, 2007	**Exhibit 'R11' & Exhibit 'R11/A'**
Copy of ESI return for the period w.e.f. April, 2008 to September, 2008	**Exhibit 'R12'**
Copy of resignation letter	**Exhibit 'R13'**
Copy of cash payment voucher	**Exhibit 'R13/A'**
Copy of attendance and payment of wages register for the month of June, 2008	**Exhibit 'R14' & Exhibit 'R15'**
Copy of attendance and payment of wages register for the month of September, 2009	**Exhibit 'R16' & Exhibit 'R17'**
Copy of ESI return for the period w.e.f. April, 2009 to September, 2009	**Exhibit 'R18'**
Copy of attendance and payment of wages register for the month of June, 2010	**Exhibit 'R19' & Exhibit 'R20'**
Copy of ESI return for the period w.e.f. April, 2010 to September, 2010	**Exhibit 'R21'**
Copy of attendance and payment of wages register for the month of May, 2011	**Exhibit 'R22' & Exhibit 'R23'**
Copy of cash payment voucher	**Exhibit 'R24'**
Copy of ESI return for the period w.e.f. April, 2011 to September, 2011	**Exhibit 'R25'**
Copy of attendance and payment of wages register for the month of November, 2012	**Exhibit 'R26' & Exhibit 'R27'**
Copy of ESI return for the period w.e.f. October, 2012 to March, 2013	**Exhibit 'R28'**
Copy of attendance and payment of wages register for the month of December, 2012	**Exhibit 'R29' & Exhibit 'R30'**
Copy of attendance and payment of wages register for the month of November, 2013	**Exhibit 'R31' & Exhibit 'R32'**
Copy of ESI return for the period w.e.f. October, 2013 to March, 2014	**Exhibit 'R33'**
Copy of attendance and payment of wages register for the month of January, 2014	**Exhibit 'R34' & Exhibit 'R35'**
Copy of attendance and payment of wages register for the month of May, 2014	**Exhibit 'R36' & Exhibit 'R37'**
Copy of ESI return for the period w.e.f. April, 2014 to September, 2014	**Exhibit 'R38'**
Copy of full and final settlement along with application	**Exhibit 'R39' & Exhibit 'R40'**
Copy of attendance and payment of wage register for the month of August, 2014	**Exhibit 'R41' & Exhibit 'R42'**
Copy of attendance and payment of wage register for the month of September, 2014	**Exhibit 'R43' & Exhibit 'R44'**

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Copy of attendance and payment of wage register for the month of June, 2016	**Exhibit 'R45' & Exhibit 'R46'**
Copy of ESI return for the period w.e.f. April, 2016 to September 2016	**Exhibit 'R47'**
Copy of full and final settlement along with cash payment voucher	**Exhibit 'R48'**
Copy of attendance and payment of wage register for the month of September, 2016	**Exhibit 'R49' & Exhibit 'R50'**
Copy of attendance and payment of wage register for the month of June, 2018	**Exhibit 'R51' & Exhibit 'R52'**
Copy of ESI return for the period w.e.f. April, 2018 to September 2018	**Exhibit 'R53'**
Copy of attendance and payment of wage register for the month of June, 2018	**Exhibit 'R54' & Exhibit 'R55'**
Copy of attendance and payment of wage register for the month of March, 2019	**Exhibit 'R56' & Exhibit 'R57'**
Copy of ESI return for the period w.e.f. October, 2018 to March, 2019	**Exhibit 'R58'**
Copy of request letter for full and final	**Exhibit 'R59'**
Copy of cash payment voucher	**Exhibit 'R60'**
Copy of attendance and payment of wage register for the month of November, 2019	**Exhibit 'R61' & Exhibit 'R62'**
Copy of attendance and payment of wage register for the month of March, 2020	**Exhibit 'R63' & Exhibit 'R64'**
Copy of ESI return for the period w.e.f. October, 2019 to March, 2020	**Exhibit 'R65'**
Copy of bank statement for the period w.e.f. 28.03.2020 to 26.04.2020	**Exhibit 'R66'**
Copy of bank statement for the month of May, 2020	**Exhibit 'R67'**
Copy of attendance and payment of wage register for the month of May, 2020	**Exhibit 'R68' & Exhibit 'R69'**
Copy of ESI return for the period w.e.f. April, 2022 to September, 2022	**Exhibit 'R70'**
Copy of bank account statement, attendance and payment register for the period w.e.f. June 2020 to November 2020 along with ESI return for the period w.e.f. October 2020 to March 2021	**Exhibit 'R71' to Exhibit 'R88'**

Thereafter, the Learned Representative for the management closed the evidence.

9. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1 & 2

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10. Both these issues are taken up together being interconnected and in order to avoid repetition.

11. The workman was required to prove both the said issues.

12. Learned Representative for the workman submitted that the workman had rendered more than 19 years of service to the management, however, the management without any rhyme &reasons has refused to allow him to work on 21.01.2021. He submitted that he was neither served with any notice nor paid any retrenchment compensation and his juniors were retained in service, therefore, he is entitled to reinstatement along with continuity of service and back wages.

13. On the other hand, the management submitted that the workman had not worked continuously with the management. He was in the habit of leaving the job under the protest of salary hike. He submitted that the workman left the services at his own and thereafter he did not report for duty before the management with a request to take him back on work. He submitted that since he had left the job at his own, there is no violation of provisions of the ID Act. A prayer was made that the workman is not entitled to any relief.

14. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

15. The workman while appearing as AW1 vide his affidavit Exhibit 'AW1/A' deposed that he was appointed as Pressman by the management w.e.f. 01.05.2001. At the time of termination, he was drawing salary of ` 10,000/- per month. He deposed that he had to work 30-31 days in a month without any weekly off. The management used to show less wages in the record after deductions of ESI contribution whereas actual rates of wages of the workman was ` 12,000/. He further deposed that the management had paid him the salary up to 28.02.2020 and the payment of half salary for the period from 01.03.2020 to 31.01.2021 has not been made by the management. He deposed that his services were terminated as he demanded bonus, wages slip, over time and other statutory benefits. He deposed that he had worked for more than 240 days in 12 calendar months preceding his illegal termination which is in violation of Section 25F of the ID Act. His juniors had been retained in service and the management has adopted unfair labour practice. The management used to take his signatures on blank papers.

16. RW1 Darshan Singh Walia- Proprietor, M/s Walia Industrial Engineering Corporation vide his affidavit Exhibit 'RW1/A' deposed that the workman had never joined the service with the management on 01.05.2001 which was clear from ESI return schedule which commenced from 1st April 30th September and second schedule from 1st October to 31st March wherein the name of the workman was not reflecting. He deposed that the workman joined the management-firm from 11thApril, 2003 and his name was reflecting in the ESI returns from 11.04.2003. The workman had actually worked for 14 days in April, 2003 and got three weekly holidays and attendance was marked for total 17 days and the workman also signed the payment of wages register of April, 2023 vide which he received 17 days payment and the said register was duly signed by the workman. He further deposed that the workman had worked with the management up to 30.03.2004 and thereafter on the same date he made request to the management that he could not continue the work with the management as he had to attend some urgency at his native village and asked for full & final payment. The workman never remained in continuous service. He used to switch over to other establishmentsafter resigning. He again joined in the month of July, 2004 and worked with the management according to the six months schedule for 89 days which stands clear from the ESIreturn from 01.04.2004 to 30.09.2004. He left the job in December, 2004 and rejoined in February, 2005 and worked only for 144 days. RW1 further deposed that he left the job in April, 2007 and again joined on 06.08.2007 and after some time he left the job without information. He again rejoined and worked with the management only for 87 days out of six months which is clear from the ESI return w.e.f. 01.04.2007 to 30.09.2007 and the attendance register for the month April, 2007 and payment of wages register in which he had worked only for 8 days including 2 weekly rests and total 10 days. He further deposed that the workman rejoined the services with the management on 06.08.2007 and worked for 22 days including three weekly rests. The workman never remained on over time. He worked with the management for the period 01.04.2008 to 30.09.2008 and worked for 65 days out of six months and submitted his resignation on 10.06.2008 and at the same time asked for settlement of accounts full & final which was settled for ` 4,491/-. Further in the month of June he had worked only for 9 days. He further

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stated that the workman rejoined the management on September, 2009 and in the month of September, 2009, he worked with the management for 17 days along with three weekly holidays and 4 leave with wages and workedfor 24 days and according to ESI return schedule for the period 01.04.2009 to 30.09.2009,the workman worked with the management for 24 days and for the month of June, 2010, he worked only for 8 days along with 2 weekly holidays and two with wages. RW1 further deposed that that the workman rejoined the services in July, 2010 and as per the schedule of 01.04.2010 to 30.09.2010 he worked with the management for 126 days. The workman continued to work with management till 10.05.2011 and worked only for seven days along with three weekly holidays and two leaves with wages and all dues were paid through voucher dated 10.05.2011.

17. RW1 deposed that the workman remained absent for three months and rejoined in August, 2011 and worked till 17.11.2000 and went to his home without informing and without pay. According to ESI schedule of April, 2011 to September, 2011, he had worked with the management for 76 days and attendance register of November, 2012, he worked only for nine days along with two weekly holidays and three leave with wages. It is stated that the workman rejoined the management on 12.12.2012 and worked till 10.11.2013 and according to the schedule of October, 2012 to March, 2013 he worked with management only for 146 days and attendance register for November, 2013 showed that he had worked only for two days. The workman used to switch the other establishments and again rejoined the management on 07.01.2014 and left on 26.05.2014. The workman never remained in continuous service and the workman again joined the management on 01.09.2014 and thereafter left his job on 27.06.2016. He again rejoined with the management on 29.09.2016 and left his job on 11.06.2018 after taking wages. He worked with themanagement and ESI return schedule from April, 2018 to September, 2018 showed that he had worked for 63 days. The workman rejoined the management on 01.12.2018 and left the job on 07.03.2019. Thereafter, he rejoined on 14.11.2019 and continued till 20.03.2020 with work with the management. He had worked only 99 days for the period December, 2019 to March, 2020.

18. MW1 further deposed that during the lock down period, the management used to transfer funds in the bank account on 28.03.2020 to the tune of ` 4,000/- and balance wages for the month of March, 2000 was transferred on 07.04.2020 to the tune of ` 5,720/- and thereafter ` 1,500/-were transferred as advance payment on 26.04.2020 vide transfer ID No.S58624672. It is stated that the management had always supported the workman when the establishment was fully closed. In the month of May, 2020, the workman worked for 10 days only and was paid ` 3,521/- through cheque No.231242 dated 11.05.2020. The workman had worked with the management from April, 2022 to September, 2022 only for 45 days. In the month of June, 2020, he had worked with the management only for 6 days. He worked for 5 days in July, 2020 and 17 days in August, 2020 and 7 days in September, 2020, 13 days in October, 2020 and 8 days in November, 2020. He deposed that the workman never remained in continuity of service and he always got weekly off and leave along with wages and he was duly paid by the management even during the lockdown period. The management never terminated the services of the workman rather he willfully left the job under protest of salary hike. The workman was never put to over time as such there was no question of paying the over time. The workman has left the job and never approached the management for re-joining the service and the present claim has been filed in order to extract money by concealing the material points.

19. It transpires from the record that the workman in his statement of claim has mentioned that he was appointed as Pressman through notice board of the Company w.e.f. 01.05.2021 and he had worked with management till 20.01.2021 honestly and sincerely to the full satisfaction of the superiors. The management in its written statement had denied the said fact and submitted that the workman had worked with the establishment w.e.f. 11.04.2003 and he had never worked with the management sincerely as he used to switch to other establishments. During his cross-examination,the workman stated that he had joined the management-Company in the year 2001. RW1 in his oral testimony admitted that the management had not issued any appointment letter to the workman at the time of his appointment and appointment of the labour was made on the basis of 'walk in interview'. He further stated that the post available was put on the notice board outside establishment. The testimony of RW1 clearly shows that the workman was appointed through notice board of the Company, though the date of appointment of the workman has been disputed by the management. The workman during his cross-examination stated that he joined the management in the month of May & June, 2001 and he was issued ESI card showing his date of appointment and he produced the copy

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of ESI card (Exhibit 'W1')bearing insurance No.10136091 and date of entry 06.08.2001 and insurance No.9005010 (Exhibit 'W1') bearing the date of entry 11.04.2023. ESI card bearing insurance No.10136091 bearing name of the workman as Bhushan Kumar with the father's name as Vishavnath. The workman has stated that the said ESI card was bearing date of entry as 06.08.2001. The perusal of ESI card with insurance No.10136091 shows that the same bears the name of the family members of the workman. The said card specifies the name of elder son, daughter and younger son of the workman with the years of birth as 2002, 2004 and 2006 respectively. The said card with insurance No.10136091 which is stated to be have been issued on 06.08.2001 cannot be considered by the Court as the card issued in the 2001 can never incorporate the date of birth of children born subsequent to the date of entry. As such, no credence can be placed upon the card bearing insurance No.10136091.

20. The management has contended that the workman has joined the management on 11.04.2003 and identity card was issued by the ESI. The identity card issued by ESI with the date of entry as 11.04.2023 mentioned the insurance No.9005010. Further, RW1 during his oral testimony has specifically stated that the workman has never joined the services with the management on 01.05.2001 and he has produced on record the ESI returns from 01.04.2001 to 30.09.2001(Exhibit 'R1'), 01.10.2001 to 31.03.2002 (Exhibit 'R2'), 01.04.2002 to 30.09.2002 (Exhibit 'R3') and 01.10.2002 to 31.03.2003 (Exhibit 'R4'). Name of the workman does not find mention in the ESI returns Exhibit 'R1' to Exhibit 'R4'. The ESI return w.e.f. 01.04.2003 to 30.09.2003 (Exhibit 'R5') mentions the name of the workman in the list of employees. The document on record produced by the workman Exhibit 'W1' coupled with documents on record produced by the management Exhibit 'R1' to Exhibit 'R4' prove that the workman had never joined the service of the management on 01.05.2001. The ESI return (Exhibit 'R5') coupled with the identity card issued by the ESI bearing insurance No.9005010 makes it clear that the workman had joined the establishment on 11.04.2003.

21. The workman during his oral testimony has stated that he had worked with the management continuously since 01.05.2001 till 20.01.2021. The management has denied the said fact and stated that almost every year he used to switch over to other establishments and thereafter used to rejoin the management again. RW1 in his oral testimony stated that the workman had joined the management-firm on 11th April, 2023 and his name was reflecting in the ESI return (Exhibit 'R5') as well as attendance register for the month April, 2003 (Exhibit 'R6') and payment of wages register (Exhibit 'R6-A') and thereafter he worked with the management up to 30.03.2004. The management has produced on record application dated 30.03.2004 (Exhibit 'R6-B') moved by the workman to the management submitting that he had some urgent work at his native village and he requested for full & final payment. He has also mentioned in application that he has no objection in case the management appoints some other workman in his place. The workman has not been able to rebut the said application (Exhibit 'R6B'). He did not lead any evidence to prove that the said application (Exhibit 'R6B') was never moved by him and he never asked the management for full &final payment on 30.03.2004. RW1 in his oral testimony has stated that the workman has left the job on 30.03.2004 and he again joined the service with the management in the month of July, 2004 and worked with the management till December, 2004 when he left the job. RW1 has produced on record ESI return w.e.f. 01.04.2004 to 30.09.2004 wherein the name of the workman has been mentioned in the 'name of employee' column. Similarly, the ESI return w.e.f. 01.10.2004 to 31.03.2005 (Exhibit 'R8A') also mentions the name of the workman in the column 'employee name'.

22. RW1 has further deposed that the workman had left the job in the April, 2007 and he again joined the establishment on 06.08.2007 and he worked with the management only for 87days in six months. He placed on record copy of ESI return w.e.f. 01.04.2007 to 30.09.2007 (Exhibit 'R9') along with attendance record of April, 2007 (Exhibit 'R10') and payment of wages register (Exhibit 'R10-A'). The attendance register for the month of April, 2007 (Exhibit 'R10')bears the name of Bhushan at serial No.8 and it shows the presence of the workman in the establishment till 11th April, 2007.

23. RW1 had deposed that the workman rejoined with the management again on 06.08.2007 and worked with the management for 22 days including three weekly rests. The oral testimony of RW1 is corroborated by the attendance register and payment of wages register for the month of August, 2007 (Exhibit 'R11'&Exhibit 'R11A' respectively). RW1 has further deposed that the workman worked with the management for the period 01.04.2008 to 30.09.2008 for 65 days and he also submitted his resignation on 10.06.2008 and on

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the same day asked for settlement of account for full & final. The full & final settlement was made at ` 4,491/- and in the month of June he worked for 9 days with the management. RW1 has placed on record the ESI return for the period 01.04.2008 to 30.09.2008 (Exhibit 'R12'), resignation letter dated 10.06.2008 (Exhibit 'R13') as well as cash payment voucher dated 10.06.2018 (Exhibit 'R13A') and attendance register for the month June, 2008 and payment of wages register (Exhibit 'R14' and Exhibit 'R15'). The resignation letter dated 10.06.2008 (Exhibit 'R13') mentions that the workman requested for full & final settlement submitting that he has to go to his native place for his treatment. No evidence has been led by the workman to the effect that the said resignation was never submitted by him with the management.

24. RW1 has further submitted that after his resignation on 10.06.2008 the workman rejoined with the management in September, 2009 and he worked only for 17 days with three weekly holidays and 4 days leave with wages and as per ESIreturn schedule from 01.04.2009 to 30.09.2009(Exhibit 'R18'), the workman had worked with the management only for 24 days and for the month of June, 2010 he worked only for 8 days along with two weekly holidays and two days leave with wages and he produced on record the attendance register of June, 2010 (Exhibit 'R19') and payment of wages register of June, 2010 (Exhibit 'R20'). It is the case of management that the workman rejoined with the management in July, 2020 and as per ESI contribution schedule for the period from 01.04.2010 to 30.09.2010 he worked with the management for 126 days. RW1 deposed that the workman worked with the management till 10.05.2011 and received cash payment and all his dues through voucher dated 10.05.2011 (Exhibit 'R24'). RW1 has testified that the workman remained absent for about three months and rejoined on August, 2011 and worked till 17th November, 2011 and thereafter went to his home without information. As per ESI return schedule for the period from April 2011 to September, 2011 (Exhibit 'R25'), he worked for 76 days. He deposed that he worked only for 9 days along with two weekly off, 3 leave with wages, as per attendance register (Exhibit 'R26') and wages register (Exhibit 'R27').

25. It is the case of the management that the workman rejoined in the establishment on 12.12.2002 and he worked till 10.11.2013 and as per the ESI schedule return (Exhibit 'R28'), he worked with the management for 146 days w.e.f. October, 2012 to March, 2013. He had worked for 16 days with the management in December, 2012 as is clear from the attendance register (Exhibit 'R29') and wages register of December, 2012 (Exhibit 'R30').

26. The management contended that the workman switched to other establishments and thereafter rejoined the management on 7th January, 2014 and left the job on 26.05.2014 and also settled full & finaland he moved the application regarding the same (Exhibit 'R39' to Exhibit 'R40').

27. The management has produced on record the attendance register for the month of August, 2014 (Exhibit 'R41') and payment of wages register for the month of August (Exhibit 'R42'). The said attendance register (Exhibit 'R41') and wages register do not bear the name of the workman. As such,the said document shows that the workman was not in service with the management for the month of August, 2014 and the management has contended that he joined the management on 01.09.2014 as is crystal clear from the attendance register for the month of September, 2014 and wages register (Exhibit 'R43' & Exhibit 'R44').

28. RW1 deposed that the workman left his job on 27.06.2016 and he placed on record the attendance register for June, 2016 (Exhibit 'R45')as well as payment of wages register (Exhibit 'R46') in support of contention. As per the testimony of RW1, as per ESI schedule (Exhibit 'R47') the workman had worked with the management only for 87 days out of six months. The workman rejoined with the management on 29.09.2016 and he left the job on 11.06.2018 after taking the wages as revealed by the attendance register(Exhibit 'R49') and wages register (Exhibit 'R52'). RW1 has placed on record ESI return of April, 2018 to September, 2018 to show that the workman had worked with the management only for 63 days (Exhibit 'R53'). He placed on record the attendance register of June, 2018 and payment of wages register (Exhibit 'R55'). RW1 deposed that the workman rejoined the management on 01.12.2018 and worked till 07.03.2019. He produced on record attendance register and payment of wages register wherein he had worked only for 5 days (Exhibit 'R56' & Exhibit 'R57'). He has placed on record ESI schedule for the period October, 2018 to March 2019 (Exhibit 'R58'), as per which

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he had worked only 64 days from October, 2018 to March, 2019 and thereafter he submitted his resignation on 06.03.2019 (Exhibit 'R59') and received the full & final payment on 08.03.2019 vide voucher (Exhibit 'R60').

29. RW1 contended that the workman rejoined with the management 14.11.2019 and continued to work till 20.03.2020 and that this fact was clear from attendance register and payment register (Exhibit 'R63' & Exhibit 'R64'). The ESI return for the period October, 2019 to March, 2020 (Exhibit 'R65') shows that the workman had worked only for 99 days within six months. Further, the management had produced on record statement of accounts(Exhibit 'R66') to show that the wages were transferred through bank in the account of the workman during lock down period. The management had produced on record statement of account as well as copy of payment wages register (Exhibit 'R67') to show that amount of ` 73,090/- was paid to the workman. The attendance register for the month of May, 2020 has been produced on record which reflects that the workman had not worked with the management up to 14th May, 2020 and thereafter he remained absent w.e.f. 23rd May, 2020. The payment of wages register for the month of May, 2020 (Exhibit 'R69') shows that the workman was paid wages for the month of May, 2020 under signatures of the workman. The management has also produced on record ESI return (Exhibit 'R70') and RW1 has deposed that the workman had worked with the management for 45 days w.e.f. April, 2020 to September, 2020.

30. RW1 testified that the workman worked for 6 days in June, 2020 and received the payment of ` 2,183/- vide cheque No.251022 dated 10.07.2020. Further, he worked for 5 days in July, 2020 and 17 days in August, 2020 and 13 days in October, 2020 and 8 days in November, 2020. He has produced on record the ESI return schedule coupled with the bank statement and attendance register and payment of wages register for the said period (Exhibit 'R71' to Exhibit 'R88'). The entire evidence on record shows that the workman had never worked continuously with the management. The workman vide his application dated 30.03.2004 Exhibit 'R6B' has himself mentioned that he has no objection in case the management deputes some other person in his place. There is no evidence on record produced by the workman to show that his services were terminated by the management. Further, he has not been able to establish that he has put in more than 240 days of service during the preceding 12 months prior to 21.01.2021. There is nothing in record to show that the workman had performed over time duty or his salary was withheld by the management. Moreover, the said issue does not lie within the domain of Section 2A of the ID Act. There is nothing on record to show that the workman had ever approached the management after 21.01.2021 to take him back on duty. The workman during his oral testimony has himself admitted that after 21.01.2021,he did not move any written application to the management for his re-employment. He also stated that he did not personally visit any official of the management after his alleged termination. The workman has not been able to establish that his services were terminated by the management rather evidence produced on record reveals that the workman was in habit of leaving the establishment himself. As such, the workman is not entitled to protection of Section 25F & 25G of the ID Act as he is himself trying to take benefit of his own wrong. Resultantly, issue No.1 & 2 stands decided against the workman and in favour of the management.

Relief

31. In view of the aforesaid findings, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : April 10, 2026

(MANISHA JAIN)
UID No. PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

Secretary Labour,
Chandigarh Administration.

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CHANGE OF NAME

I, Priyanka Sharma D/o Kusum Sharma, H. No. 227, New Colony, Shiv Mandir, Khuda Lahora Chandigarh, have changed my minor daughter name from Zaynab Hussain to Shanaya Sharma.

[1659-1]

I, Sanjay S/o Ram Shankar, House No. 3007, Maloya Colony Chandigarh, have changed my minor son name from Priyashu to Priyanshu.

[1660-1]

I, Ragini Devi W/o Dilip Kumar R/o # 2005/15, Sector 32-C, Chandigarh, have changed my name to Ragini.

[1661-1]

I, Dharmendra Sah S/o Ramji Sah, House No. 586, Hallo Majra, Chandigarh, have changed my minor daughter name from Aachal Kumari to Anchal Kumari.

[1662-1]

I, Amardeep Verma S/o Kanhaiya Lal Verma R/o 150/C, Raipur Khurd, Chandigarh-160003, have changed my name to Amardeep Kumar.

[1663-1]

I, Anjima Suri W/o Shankar Suri and D/o Mahendra Basumatari R/o # 19, EWS, Punjab Engineering College, Sector 12, Chandigarh, declare that I have changed my name from Anjima Suri to Anjima Basumatari.

[1664-1]

I, Gitanjali W/o Late Shri Rakesh Kumar R/o House No. 2829, Dadu Majra Colony Sector-38 West, declare that I have changed my son's name from Manav Sood to Manav Kumar.

[1665-1]

I, Nidhi Attri W/o Gaurav Chopra R/o House No. 1202, FF, Near St. Peters School, sector 37-B, Chandigarh, have changed my name to Nidhi Chopra.

[1666-1]

I, Yashpreet Kaur W/o Satpal Singh, House No. 2142, Sector 38-C, Chandigarh, have changed my name from Yashpreet Kaur to Yash Preet Kaur.

[1667-1]

I, Surekha Devi W/o Sanjeev Battan R/o # 3337, Sector 24-D, Chandigarh, have changed my name from Surekha Devi to Surekha Battan.

[1668-1]

I, Sanjeev kumar S/o sh. Dharam Singh R/o # 3337, Sector 24-D, Chandigarh, have changed my name from Sanjeev Kumar to Sanjeev Battan.

[1669-1]

I, Neeraj Devi W/o Anil Kumar R/o H. No. 3205, Sector 15-D, Chandigarh, changed my name to Niraj Devi.

[1670-1]

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